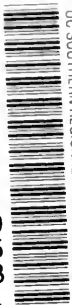


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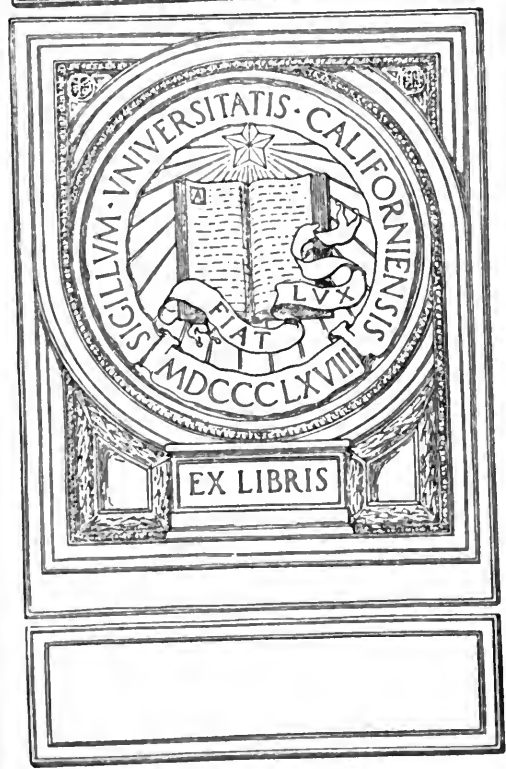
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R E M A R K S

ON THE

OUDE QUESTION.

"Your Excellency knows, that the prayers of the oppressed are attended to by the Almighty, and often call down his vengeance upon their oppressors. No truth is more certain, than that Justice is the foundation of the prosperity of states."

Lord Cornwallis's letter to the Nabob Vizier Asoph ul Dowla.

L O N D O N :

PRINTED FOR W. I. & I. RICHARDSON,
ROYAL EXCHANGE.

1806.

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R E M A R K S
ON THE
O U D E Q U E S T I O N.

ADVERTISEMENT.

THE object of this pamphlet is to prove, from the papers lately presented to Parliament, respecting Oude, that, in the transactions to which these papers refer, the Nabob Vizier has suffered great and grievous wrongs. The conclusion to which the author would lead his readers, is, that, as we have been guilty of national injustice of a very deep dye, *we should make some national reparation to the party injured.*

This statement will perhaps sufficiently answer some enquiries which may suggest themselves to those who shall peruse these remarks. The omission, for example, of all reference to the oral evidence examined by the House of Commons, cannot, considering the intention of this publication, appear surprising. Leaving to the proper judges the specific charge exhibited in that House against a distinguished individual, and the evidence which may be adduced to substantiate particular parts of it, the following pages are confined to the statement of such facts as are completely proved by the Oude papers, and to such deductions from them as appear irresistible.

Farther—in this view of the matter, it seems almost superfluous for the author to disclaim the influence of personal motives. The inquisitorial process now pending in Parliament, on our late negotiations with Oude, appears to him unspeakably more important, considered as *the reversal of a great political measure*, than as *a mere inquiry into individual conduct*. His object, in writing, is

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to recommend, not the punishment of the immediate oppressors of the Nabob, but a restitution, either in kind or in some equivalent, of the possessions which we have unjustly wrested from that Prince. Reparation, let it be remembered, is always the great duty of those who have injured others, and the only decisive test of the sincerity of their repentance.

A publication, however, on a subject which is in a regular course of judicial inquiry before the House of Commons, may be censured as improper. With the profoundest respect for that august assembly, the author presumes to think, that, in the present case at least, such a censure would not be warranted; and he will submit to the public the grounds of this opinion.

Even viewing the inquiry alluded to merely as *judicial*, it materially differs, in its nature, from the ordinary proceedings of justice. The necessity of securing the discharge of the judicial office from the influence of a popular cry, and from that of *authority*, the expediency of inculcating on the public a full reliance on the competency of legal tribunals to execute their functions unassisted, and the importance of sheltering accused persons from more than their necessary share of trouble—these and other causes have conspired to form the wholesome general rule, that silence should be preserved, both *in court* and *out of court*, during a trial; and, of course, the rule, when formed, extends, for the sake of uniformity, to instances where its propriety is not immediately apparent. But in the present instance, not only is the propriety of the rule not apparent, but the case lies so far out of the customary walks of jurisprudence, that it can hardly affect them even as a precedent. The pending parliamentary investigation

is not a trial, but rather an inquest *to find the bill*; the proceeding is of that loose nature, that foreign suggestions, though not needed, are not impertinent; it is rather the political than the personal character of an individual, that is concerned; were it conceivable that Parliament could ever be swayed by a popular cry, the present subject is in no danger of raising one; and, lastly, the authority of an anonymous pamphlet, excepting so far as it deserves to have authority, can be nothing.

But the important consideration is, that this is, after all, a *political* question, and one of great magnitude. The propriety of a *treaty* is the immediate topic of enquiry; while the subject, if pursued, will be found to run along the whole circle of our foreign policy in the East. A public discussion of such questions, even while they are under the investigation of Parliament, is always thought allowable, although they must often implicate, more or less, the conduct of individuals. And if the present partakes more of the nature of a trial, than is usually the case with such questions, still its private should; in reason, give way to its public character.

So far, indeed, as his own feelings are concerned, the writer would gladly have postponed the making these Remarks public, till the question, so far as it relates to the character of a distinguished individual, should have been settled; but it is obvious, that the issue of the individual charge will be also a disposal of the political question; nor can there exist any rational hope of attracting the public attention to this important subject, at any other moment than the present.

The first chapter of these sheets is almost wholly employed in giving a concise narrative of the negotiations

between the Bengal Government and the Nabob Vizier, which led to the treaty of territorial cession in 1801. This narrative the author has used every endeavour to give faithfully and accurately, from the Oude papers presented to the House of Commons ; and for its errors, therefore, those papers are responsible. It is prefaced by a short review* of the previous history of the East India Company's connection with the province of Oude, extracted almost *verbatim* from the well-known and justly-celebrated dispatch proposed by the Court of East India Directors to be sent to the Bengal Government, in 1805, and stopped by the Board of Controul. For the liberty which he has taken in adopting this historical sketch into the text of his own remarks, the author hopes it will be a sufficient apology to state, that he found it impossible to give it better, or on better authority.

Those who are already acquainted with the transactions comprised in the narrative part of this pamphlet, will be pleased to begin their perusal of it, with the *last two pages of the first chapter*.

If this humble work should be thought important enough to be assailed with the charge of *misrepresentation*, it is requested that the specific passages, on which such a charge proceeds, may be pointed out. This is not spoken in a spirit of defiance ; although certainly it will be a matter of much astonishment to the author, if, in any material instance, he shall be found guilty of the slightest mis-statement. For minor inaccuracies, if such should be detected, although assuredly he is not conscious of any, he has only to throw himself on the candour of the reader.

* This review extends through the *four first pages* of the first chapter.

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REMARKS
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CHAP. I.

Brief historical review of the connection of the East India Company with the state of Oude.—Negotiation between the Bengal Government and the Nabob Vizier Saadut Alli Khan, which led to the territorial cession, in 1801.

THE Company's political connection with Oude commenced in 1756, by the Treaty of Allahabad, by which a defensive alliance was formed between the Company, the Nabob of Bengal, and the Vizier Sujah-ul-Dowlah. By the second article of this Treaty it was stipulated, that in the case of the Company's forces being employed by the Vizier, the extraordinary expence of such troops should be borne by him.

In 1773 another Treaty was concluded with Sujah-ul-Dowlah, by which the subsidy for the service of the brigade was fixed at Rs. 2,10,000 per month.

Upon the death of Sujah-ul-Dowlah, in 1775, a new Treaty was made with his son and successor, Asoph-ul-Dowlah, by which the expence of the subsidy for the brigade was fixed at R. 2,60,000 per month.

This subsidiary force being found unequal to the external defence of the country, and to the maintenance of internal tranquillity, other troops were, from time to time, introduced, under the denomination of Sibbendies, Temporary Brigade, &c. &c. so that the expence of these troops became an insupportable burthen upon the finances of the country.

It was therefore agreed, in 1781, to withdraw the Temporary Brigade, and all other troops, except the Subsidiary Brigade, and to augment that brigade with one regiment of Sepoys, for which the Nabob was to be charged Rs. 25,000 a month, making the whole subsidy amount to Rs. 2,85,000 per month, or thirty-four lacks of rupees per annum. Whatever further troops might be required, the Nabob was to pay for at a rate which was to be agreed upon.

In 1787 a new agreement was made with the Nabob Vizier, by Lord Cornwallis, by which the subsidy was increased to fifty lacks of rupees, in-

cluding the expences of the brigade, the residency, and the stipends to the Begums. If the Vizier should demand more troops, the excess was to be paid for. It was also agreed, that a Resident should continue at the Vizier's court; but, at the same time, it was declared, to be an established system, that the Company should not, in any respect, interfere in the details of the Vizier's Government.

In March, 1797, it was found necessary to augment the number of troops in Oude with one regiment of European and one of Native Cavalry, and to increase the subsidy to fifty-five lacks and a half of rupees per annum.

In February, 1798, on the accession of the present Nabob to the Musnud, a new treaty was made, by which the Nabob agreed to increase the subsidy to seventy-six lacks of rupees per annum, (including the stipends to the Begums, &c.) in consequence of the Company having been obliged to increase their military Establishments. The force contained in Oude, for its defence, was never to consist of less than 10,000 men: if at any time, it should be found necessary to augment the number beyond 13,000, the Nabob was to pay for the difference. It was also agreed, that in case the Kists of the subsidy

should fall in arrear, the Nabob was to give such security for the discharge thereof, and for their future regular payment, as should be deemed satisfactory; and it was expressly stipulated, that the "Nabob should possess full authority over his household affairs, his hereditary dominions, his troops, and subjects." The preliminary agreement with his Highness contained a condition for an assignment or mortgage of Territory, of not more than ten lacks of rupees, as a security for any arrears of subsidy that might arise. The preliminary agreement contained another condition, for reducing the Nabob's Native troops to a definite number. These two conditions, however, were not inserted in the Definitive Treaty. The first was relinquished, because, to carry it into effect, would have required not only the appointment of civil officers, but the employment of a military force, besides the unpopularity of such an exaction, and the apprehensions which the publication of it would have excited. The other condition was given up, because it would have occasioned a general clamour among the Nabob's troops, and possibly might have led to tumult and insurrection. And as the Vizier had, by the article substituted for this condition, agreed to consult with the Company's Government, as to the reduction it might be necessary to make in the superfluous charges

of his public Establishments, servants, &c. it was, in fact, not a renunciation, but a modification of the proposed stipulation.

About the middle of the year 1799, commenced the negotiation between Lord Wellesley and the present Nabob Vizier, with a recommendation from the former of a reform in the military establishment of the Nabob; and it ended towards the close of the year 1801, with the forced cession of half the Nabob's territories to the English, and the securing of a permanent controul by the English over the administration of the remainder. The steps of this negotiation must briefly be detailed.

It is allowed on all hands, that, at the commencement of this period, the Nabob continued firm to his engagements with the Company. The treaty of Lord Teignmouth had bound him to the regular payment of a subsidy, but, without conferring on him political independence, had left him entirely uncontrouled in the internal management of his dominions. How closely he adhered to the general spirit of this treaty, may be judged from the testimony of Col. Scott, the Resident at Lucknow, and the chief manager, under Lord Wellesley's orders, of the greater part of this negotiation, in a letter, dated Sept. 20, 1799.

“ After attentively studying the character of
 “ his Excellency, and acquainting myself, as
 “ far as circumstances will allow, with the general
 “ tenor of his proceedings, I am led to conclude
 “ that, whilst he is determined to fulfil, with mi-
 “ nute accuracy, the peculiar engagements with
 “ the Company, his views are directed to the
 “ enjoyment of a full authority over his household
 “ affairs, hereditary dominions, and subjects, ac-
 “ cording to the most strict interpretation of the
 “ clause of the 17th article of the treaty executed
 “ at Lucknow.”*

✓ Col. Scott proceeds to remark, that without the
 most distant idea of political independence, the
 Nabob discovered an extreme jealousy of English
 interference, in those concerns which his Excellency
 presumed to be left by the treaty under his own
 exclusive management.
 ^

It is further proper to remark, that full six
 months before the commencement of the period
 in question, Lord Wellesley seems to have con-
 ceived the outlines of that plan of the reduction
 of the Nabob's military force, and of territorial
 cession, which has now been accomplished. This
 will appear from his Lordship's letter of Decem-
 ber 28, 1798,† to the then Resident at Luck-

* Oude Papers, No. 3, p. 15. + O. P. (meaning the Oude
 Papers presented to the House of Commons) No. 3, p. 3.

now, in which he distinctly states his determination "to persuade his Excellency at a proper season to disband the whole of his own army," with a trifling exception; and declares his conviction, that on the earliest opportunity, the greatest part of the Doab (a province of Oude) "ought" to be fixed in the possession of the Company.

The reform of the Nabob's army was the measure first proposed. The intended reform was no slight one; as it involved nothing less than the *complete réduction* of all his Excellency's forces, excepting a very few for the purposes of state and for the collection of the revenues, and also the *substitution* of a considerable British force, not subject to the orders of the Nabob,* although receiving his pay. But, though the British government were prepared to insist on their *right* of introducing this additional force into Oude, and, though in fact three regiments had been already raised for this specific purpose,† it was thought fit to develop the plan gradually, and to try, in the first instance, the effect of persuasion on the Nabob.‡

* LdMornington's letter, O.P. No. 3, p. 6. † O.P. No. 3, p. 6.

‡ Col. Kirkpatrick's letter, parag. 8. O. P. No. 3, p. 26.

A part of the plan was accordingly communicated to his Excellency, by the Resident, Col. Scott, in August, 1799; how much, or how little of it, we are not exactly informed, excepting that not a hint was given of the proposed augmentation of the British troops in Oude. In October, the Nabob addressed a letter to the Governor General,† in which he expressed the most complete acquiescence in the idea of a reform of his army, but without the slightest remark on the particular plan of reform which had been suggested to him. He promised, however, carefully to consider the subject, in concert with Col. Scott, and invited advice on the subject.

It should be observed, that the chief motives employed to stimulate the Nabob to the adoption of the proposed plan, were drawn from the hazard to which his dominions had been exposed in the preceding year, by the march of Zemaun Shah, with the professed purpose of invading Hindostan. The temporary retreat of that prince, it was urged, afforded a favourable opportunity for the reduction of the Nabob's native forces, which, in the season of alarm, had been found not only useless, but even dangerous to their own party. Some other instances, also, of their incapacity, and even of their treachery, were cited to strengthen this argument,

* O. P. No. 3, p. 22.

It appearing, however, to the Bengal Government, that his Excellency had no intention of cordially co-operating in the accomplishment of the proposed plan, but the reverse, it was thought proper no longer to delay the adoption of summary measures. The Governor General accordingly dispatched a letter to him, insisting on the right of the Company to increase the force stationed by them in Oude, entirely at their own discretion, and stating, that such increase must instantly take place; that the Nabob was bound to defray the expences of the additional troops about to be introduced; and that to enable himself to do so, he would act wisely in disbanding his own expensive and useless battalions.

But before this paper could be delivered into the Nabob's hands, his Excellency, on the 12th November, 1799, had communicated to the Resident a deliberate resolution, on his own part, to abdicate the Government of Oude, on condition that one of his sons should succeed him. To this step, he said, he was led by the disobedience and evil dispositions of his subjects, and also by *certain other causes* which were not explained. The agitation of this question put a temporary stop to the discussions respecting the projected military reform.

When this proposition of the Nabob Vizier was communicated to the Government of Cal-

cutta, it appeared to them "pregnant with such immense benefit, not only to the Company, but to the country and inhabitants of Oude,"* that it could not be too much encouraged, although they determined to assume the language of entire indifference, with respect to his Excellency's final decision on the subject.—The abdication, therefore, proposed by the Nabob, was approved, but *the condition, on which alone he had proposed it, was rejected*; and he was told that, if he abdicated at all, *he could have no successor but the Company*. The draft of a treaty† was instantly transmitted to him, by which it was to be stipulated, that the Government, civil and military, of Oude, together with its revenues, should be vested exclusively in the Company; that the Nabob and all his family should reside in some one of the Company's provinces, at a place to be named by the British Government, and should never change their residence without the consent of that Government; that the number of their attendants should be limited; that the Nabob should not, without leave, correspond with any foreign power; and that he should retain all his treasure and property, which were supposed to be considerable. The Nabob was desired to reflect, that the arrangement thus proposed to him would far more effectually conduce both to his private interests, and

* O. P. No. 3, p. 31. † O. P. No. 3, p. 40.

to those of his people, than the plan of abdication formed by himself.

It is impossible not to observe that, had the Nabob, in compliance with this suggestion, consented to sacrifice the just rights of his ancient and illustrious house, either to public, or to selfish motives, he would have exhibited, in the former case, a mistaken spirit of heroic patriotism almost without example; in the latter, a baseness and abjectness of mind below the contempt of a rational being. After the receipt of this proposition. Colonel Scott informs us, that his Excellency, “ could not conceal the perturbation of his mind, “ which he betrayed by forbidding the customary “ visits, and by refusing to transact any of the “ ordinary business.” Four days after, on the 19th December, 1799, he delivered his reply, which is thus given by Colonel Scott :

“ His Excellency proceeded, that the proposition “ offered by your Lordship was so repugnant to his “ feelings, departed so widely, in a most essential “ point, from the principle on which he wished to “ relinquish the government, and would, were he “ to accept it, bring upon him such indelible “ disgrace and odium, that he could never voluntarily subscribe to it. The sovereignty of these “ dominions, he added, had been in the family

“ near an hundred years, and the transfer of it to
 “ the Company, under the stipulations proposed
 “ by your Lordship, would, in fact, be a sale of
 “ it for money and jewels ; that every sentiment of
 “ respect for the name of his ancestors, and every
 “ consideration for his posterity, combined to pre-
 “ clude him from assenting to so great a sacrifice
 “ for the attainment of his personal ease and ad-
 “ vantage ; his Excellency concluded, that the
 “ power and strength of the Company placed
 “ every thing at your Lordship’s disposal.”*

The Nabob Vizier, having been thus frustrated
 in his intention, or (as the Marquis Wellesley ex-
 presses it) having “ suddenly abandoned” it, his
 Lordship conceived that his Excellency’s proposal
 had been from the beginning insincere, and a mere
 trick to defer the military reform. Colonel Scott,
 when questioned on this point by his Lordship, in
 a long letter† proves the contrary ; but still the
 Governor General felt so well assured of his con-
 jecture, that, in an official letter to the Vizier, he
 thus states it :—“ Every circumstance accom-
 “ panying your Excellency’s conduct, which has
 “ hitherto fallen under my observation on this
 “ extraordinary occasion, appears to me to indi-
 “ cate, that your Excellency never seriously en-

* O. P. No. 3, p. 62. † O. P. No. 3, p. 68.

“tertaind the design of abdicating your Govern-
“ment.”*

This suspicion was grounded chiefly on the following circumstance: As soon as the Nabob declined abdicating, to the prejudice of his family, Colonel Scott urged upon him the alternative of a military reform. His Excellency's reply was, that “a Reform on the principles proposed by the
“British Government, would annihilate his autho-
“rity in his own dominions.” This, the Governor General declares, was “the first time” of the Vizier's objecting to Reform; adding “not only
“the general principles, but all the material de-
“tails of that Reform to which you now object,
“had been repeatedly approved by your Excel-
“lency.”† The intended inference was, that his Excellency's approbation of this project had been merely assumed, while he attempted to embarrass the execution of it by the stratagem of a feigned desire to abdicate his Government; but that, having been driven from this hold, he was now reduced to the necessity of discovering his real dislike to that measure, which he had before pretended to patronise. But, in officially throwing so deep an imputation on a personage of such high rank, the Governor General appears to have forgotten that, by his own account, the “material

* O. P. No. 3, p. 100. † O. P. No. 3, p. 101.

“ details” of this plan were *not even known* to his Excellency till the very moment when he, for the “ first time” objected to it: he appears to have forgotten that, according to his own repeated declarations, when the Nabob first proposed the project of abdication, he had never heard of the meditated increase of the British force in Oude: he appears, in short, to have forgotten the following passage in his own dispatch to the Secret Committee, dated 28th November, 1799. * “ Al-
 “ though the necessity of a Reform in the Vizier’s
 “ military establishment had been for a consider-
 “ able time under discussion between his Excel-
 “ lency and me, and had even been fully admitted
 “ by his Excellency, no *detailed measures* with
 “ a view to the execution of such a plan had yet
 “ been suggested, *nor had any* intention of immedi-
 “ ately augmenting our force in Oude been com-
 “ municated to his Excellency, when he opened
 “ his mind to the Resident at Lucknow, &c.”

It was now, however, determined to carry into effect the proposed reform without delay. The paper, bearing date the 5th of November, which had been drawn up by Lord Wellesley on this subject, and addressed to the Nabob, but of which the delivery (as has already been related) had been deferred on account of his Excellency’s proposal to

* O. P. No. 5, p. 4.

abdicate his government, was now conveyed to him in form; and without allowing him time to draw up a remonstrance which he declared himself to be preparing, the additional troops were actually ordered into Oude. The ground on which this measure was justified was this; that, as the Company were bound by Lord Teignmouth's treaty to defend the Nabob's dominions, that treaty must be understood to confer on them, by implication, what it was admitted not to give directly,—the power of augmenting the British forces stationed in Oude, intirely at their own pleasure, and even in spite of the Nabob's will, whenever *they* should think such a measure necessary to the discharge of their defensive engagements with his Excellency. It was further contended, that the Nabob was bound to maintain any number of troops, which the Company might station in his dominions; because one article of the treaty obliges him so to do, whenever an augmentation of his British auxiliary force “should be thought necessary.”

The Nabob was now, in some degree, left to exercise, ostensibly at least, his own judgment, with regard to the long-agitated reduction of his native troops. The British Government, however, felt convinced,* that the introduction of their additional forces, by putting his Excellency to so much

* Vide Colonel Kirkpatrick's Letter, O. P. No. 3, p. 67.

expencc, would soon compel him to rid himself of his own army, while it would also facilitate the dissolution of that army, by overawing or quelling the ill humour of the soldiers disbanded.

Of all these measures, the Vizier allowed neither the justice, nor the necessity.* “ Yet dreading
 “ (as he expresses himself, in a memorial to
 “ Colonel Scott†) his Lordshp’s displeasure,” he consented that the new troops should be introduced, as soon as funds could be provided for their maintenance, and not sooner; but whether he was sincere in this partial compliance, or affected it to gain time, he was disappointed. A considerable part of the troops actually arrived in Oude, on the 15th of January, 1800; and, in the beginning of February, the Resident, formally and peremptorily, demanded of his Excellency the amount of their pay during the preceding half month. According to Colonel Scott, the Nabob, during this period, strove, by every means in his power, to embarrass the introduction of the troops, particularly by straitening them for provisions; but, of his obstinacy in this point, he was soon cured. With respect to the reduction of his native army, he began to carry it into effect with serious attention, and on the 25th of February, 1800, actually issued positive orders for disbanding nine battalions. Into

* See Appendix (A). † O. P. No. 3, p. 77.

this degree of good behaviour, he is said to have been alarmed by the severity of a reproof, which he had drawn upon himself from Marquis Wellesley, partly by having returned an unofficial memorial, in answer to an official letter of his Lordship's, and partly also by having in this memorial intimated his fears that "the credit of the Company would suffer," if they persevered in their present plans, with respect to Oude.*

In a letter from the Nabob Vizier to the Governor General, written in the early part of February, 1800,† his Excellency states what had originally been his own views respecting the reform of his military establishment. They appear, in the main, to have been directed simply and literally to a *reform*; his troops were to be amended and rendered fit for service; not annihilated and replaced by an army acting entirely under the orders of another Government. This letter also alludes to some other discussions, which took place about this period, relating to the stations best fitted to be oc-

C

* This memorial, with some accompanying documents is given at large in the appendix, (A) for reasons there assigned.

† O. P. No. 3, p. 103.

cupied by the additional forces,* and to an application on the part of the Nabob for some abatement of an old arrear of debt; but these are matters of subordinate importance.

The military *reform* was prosecuted with vigour, by Col. Scott, through the six months ensuing.— On the 19th of April, Col. Scott thus addresses the Governor General: “The Vizier steadily acts up
“to his assurance of a ready acquiescence in all
“my propositions with regard to the dismissal of
“his troops; but, either from his usual reserve,
“or from not being yet reconciled to the measure,
“can rarely be brought to assist me with his
“opinion or advice. His Excellency continues
“equally punctual in complying with my applica-
“tions for funds for payment of the additional
“troops.”† Honourably as the Nabob discharged his engagements with the Company, it would be strange to suppose that his submission did not cost

* The Nabob is, in the Oude Papers, not unfrequently charged with duplicity. The *justice* of the charge, this is not the place to canvass, but with what *decency* it could be brought forward by those who preferred it, let the reader determine when he shall have read the letter from the Resident at Lucknow to the Governor General, in No. 3, page 71, stating the pretext, *confessedly a false one*, on which a British detachment was to be sent into Rohilcund.

† O. P. No. 3, p. 118.

him a struggle. He was, in fact, harrassed by the enormous charges for the support of troops whose presence he could not perceive to be necessary, and suffered much distress of mind at the gradual decline of his consequence.

The arrival of another regiment of the additional troops within the Nabob's dominions about the end of October, 1800, drew from his Excellency that fatal letter, which, for whatever reasons, was the immediate occasion of his losing the entire possession of half his dominions, and the liberty of governing the remainder. This letter is addressed to the Resident, and begins with professing his Excellency's anxiety to act in every respect "in conformity to the desire and wish of the most noble Marquis Wellesley." The burdens to which he was subjected, are next alluded to; the following is the passage which sealed his ruin: "It is not more than three days since the necessity occurred for requiring payment both of the usual subsidy, and of the charges of the new troops, and you accordingly applied for the same. You have now made a demand of a lack and forty thousand rupees, balance of the amount allotted for the repairs of the Fort of Allahabad. The state of the collections of the country is not unknown to you; you know with what

“ difficulties and exertions they are realized; and
 “ hence I frequently feel a great degree of solitude
 “ and apprehension, knowing that occasions of ex-
 “ igency often suddenly present themselves, lest
 “ if I should fail at a season of exigency in mak-
 “ ing the necessary provision, my responsibility
 “ should be impeached. I therefore wrote to you,
 “ that until I was secure of resources to answer
 “ the demands, I could not become responsible ;
 “ accordingly Jye Sookh Roy has been directed to
 “ prepare a statement of the condition of the coun-
 “ try with respect to its resources. He promises
 “ to prepare it in fifteen days, and is actually
 “ employed upon it; you shall be informed when
 “ it is ready, and you can then come and inspect
 “ it; and in concert devise resources for the ad-
 “ ditional demands according to the actual assets,
 “ and I will act accordingly.”* Colonel Scott, in
 ✓ reply, accepted the proposal made in the conclud-
 ing sentence.

This letter being transmitted to the Go-
 vernor General, his Lordship's attention was
 “ particularly directed” to that part of it, which
 states the Nabob's apprehensions of being found,
 in some instance, unable to discharge his engage-
 ments with the Company. This is the more re-
 markable, as his Lordship, at the same time observed,

that the facts which now excited the Nabob's apprehensions had been for a considerable time perfectly notorious. So completely, however, was the attention of the Governor General exhausted upon the statement referred to, that he seems to have had no eyes left for the fair and liberal proposition with which the Vizier had followed it up, the proposition of an inspection, *in concert*, of the state of his finances, by the Resident and his Excellency himself, with a view of finding assets for the support of his increased expenditure.

When the Vizier mentioned his commendable anxiety to be found faithful to his engagements, he was not aware of the proof to which this very proper feeling was shortly to be brought. Orders were dispatched to Colonel Scott, instantly and peremptorily to insist on his Excellency's adopting one or other of the two following propositions; either 1st. *The complete transfer of his whole authority, civil and military, to the Company*; or 2nd. *territorial cessions in perpetual sovereignty, equivalent to subsidy and the charges of the augmented force.** The necessity of securing the Company against the hazard of a failure in the Nabob's resources, was the ground on which this demand was principally rested.

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* O. P. No. 3, p. 145—151

His Excellency received this unexpected communication about the middle of February, 1801, and received it in the manner that might have been expected, and would have been wished, by every friend to his character and fame; *he decidedly rejected both the proffered propositions.* He rejected the first, declaring that nothing should ever induce him “with his own hands, to exclude himself from his paternal dominions.” He rejected the second, because he had paid the subsidy punctually. “It is equally (he says in his letter to the Governor General) a subject of astonishment and concern to me, that whereas, under the former Government, the payment of the Kists, though so much smaller in amount than the present, was constantly kept in arrear during three or four months, the Jumma of the country was diminishing yearly, and yet no such propositions were brought forward, they should be agitated under the Government of a friend, who hopes every thing from your Lordship’s kindness, who is anxious to obey you, and manifest the steadiness of his attachment, who punctually pays the full amount of the Kists, notwithstanding their increased amount, and who has conformed to your Lordship.”*

But the Nabob was much mistaken in supposing

* O. P. No. 3, p. 164.

himself at liberty to decline both the propositions conveyed to him: in the event of his rejecting the first, the Governor General had fully determined on enforcing the second, without the smallest condition or limitation. The first, however, would have been clearly preferred by the Bengal Government: partly, as they said, because it would much more effectually promote the happiness of all the parties concerned; partly, we may conjecture, because the whole of a province, is a more agreeable acquisition than the half of it. This proposition they therefore pressed upon the Nabob's attention with the utmost perseverance and importunity. His excellency was reminded of his former purpose of abdicating the Government of Oude; was gently reproached for having, on that occasion, so *suddenly changed his resolution*; and was exhorted, to resume, by another change, the substance of it. He was assured, that the transfer of his whole power to the Company, would not only increase the felicity of the people of Oude, and of the Company; but that it would be an unspeakable source of happiness to himself. To crown all, he was conjured, by every consideration of regard to his illustrious family, to consent to this arrangement, to deliver his posterity from the cares of government, and to cut them off from the succession for ever.

In favour of the territorial cession, should the Vizier reject the first plan, similar reasonings were employed. His Excellency had termed such a cession *a separation of his territory*. “Would it then (the Governor General asks) be a separation of your territory to place a portion of your dominions, in the hands of those with whose interests your own are indissolubly united? whose justice placed you upon the Musnud, and whose power now supports you in that exalted station?”*

Although these reasonings seem to have been infinitely above the comprehension of the Vizier, he could not be equally callous to another sort of argument that was employed in aid of them; a strong hint that he would do well not to provoke the British Government, whose claims upon his gratitude were carefully recounted on the occasion, and a suggestion that his refusal to sacrifice a part of his power would confer on that Government, the right of seizing the whole. The unfortunate Prince at length began to waver.

At the moment of pressing the two propositions

* For this part of the narrative, see in general Lord Wellesley's letters to the Vizier, O. P. No. 3. p. 148, 185, the Vizier's letters, p. 160, 163, the Resident's memorial to the Vizier, p. 202, &c. &c. &c.

in question upon his Excellency, an old and long dormant demand of arrears* for the payment of some British troops that had been raised for the defence of Oude, in 1798, was revived, and an immediate compliance with it required. At the same time he was charged with a part of the expence of two successive embassies that had been deputed to Persia, for the purpose of ascertaining, and, if necessary, counteracting the views of Zemann Shah upon Hindostan.† The Vizier allowed, in general, the justice of the former charge and soon liquidated a part of it, but he protested against the latter. Why these demands should have been so strongly urged at this moment, when the Company had a near prospect of a large accession to their finances, it were difficult to discover, did not the following passage furnish us with a clue. “ If the
 “ urgency of this just demand should induce the
 “ Vizier to relax the obstinacy of his objections
 “ to a permanent and general arrangement of the
 “ affairs of Oude, founded on either of the pro-
 “ positions detailed to you in the Governor Ge-
 “ neral’s instructions of the 22d of January 1801,

* O. P. No. 3, p. 162.

† O. P. No. 3, 191. The injustice of this latter charge is very well exposed in the 3d article of the Nabob’s *paper of requests*, p. 227, and might easily be expatiated upon, were it allowable to divert the readers attention from the main scene of oppression to its episodes and accompaniments.

“ his Lordship is satisfied that you will not fail
 “ to avail yourself of any such favourable turn in
 “ his Excellency’s mind.”

*On the 10th of May 1801, the Nabob first communicated to Col. Scott his memorable *paper of requests*. This was the paper of which, although his Excellency earnestly intreated that it might be confined to the Resident’s private perusal, Col. Scott secretly transmitted a copy to Lord Wellesley. The paper, however, was formally communicated to his Lordship by the Nabob, about the end of the same month.

This instrument contained a conditional assent to the proposed cession of territory. One article had originally appeared in it, which, on the strong remonstrance of Col. Scott, was instantly withdrawn. This article proposed a stipulation, that the countries to be ceded should be received at an ancient valuation, and not according to their present diminished produce; or that the revenues should be collected from them by an Aumil nominated by the Vizier, but acting under the superintendence of an officer to be appointed by the Company’s Government. The delivery of the paper

* On this subject, see O. P. No. 3, 207, 215, 218, 222, &c.

was also accompanied with a verbal and respectful request from his Excellency, that the Company would be satisfied with the whole of his possessions to the westward of the Ganges, together with the whole of his possessions in Rohilcund; although the present produce of them might be somewhat below the demands of the British Government. The reply was peremptory, that no abatement whatever of the demand would be allowed. With what propriety or decency these two conditions were so positively rejected, may appear in the following pages.

With respect to the articles that remained, the answer of the Governor General was, *first*, that the territorial cession must be *absolute* and *unconditional*, it being the *right* of the Company to insist on it without any terms; *secondly*, that even could any bargaining be allowed, the conditions proffered by his Excellency were utterly inadmissible. The tenor of conditions so rejected may be worth considering.

Several of the articles stipulated for the undisturbed administration of the Nabob's reserved territories by his Excellency. It was proposed, that his subjects should not in future correspond with the British Government, without his knowledge; that the respective limits of the ceded and the reserved

territories should be accurately defined and described in this treaty; that the ordinary stations of the British troops should be fixed in the ceded countries; and that his Excellency should be guaranteed against all farther claims in future, against all British interference, except by way of advice, in the government of his reserved dominions, and against any infraction of the present treaty by any succeeding Governor General. At the crisis which this singular negotiation had now reached, the last of the proposed conditions, at least, might have seemed excuseable; but the Governor General was pleased, in reply, to declare that the articles just specified “betrayed *“ the most unjustifiable, undignified, and improvident
“ jealousy of the Company’s authority and power !”* and the Nabob was again reminded, *that he owed every thing to the British.*

There were some other articles, certainly of a more dubious description; and of these, to silence all suspicions of misrepresentation, the two that seem to have been thought the most questionable, shall be transcribed:

“ 7th. Should any person prove disobedient to
“ my orders, or should any one disturb the affairs
“ of Government, on such crimes being duly
“ proved, let no one oppose, or impede the pu-
“ nishment, or banishment of such people.”

“ 13th. Some arrangement among the servants
 “ of the Sircar (the Government) tending to diminish
 “ my expences, will become indispensable; and
 “ to obviate disturbances, it will become necessary
 “ to return such numbers only as can be paid
 “ monthly, and regularly; this arrangement can
 “ only be effected by dismissal, and I desire that
 “ no intercession be made for any person whatever.”

These articles, in which the Nabob seems to claim certain powers; and powers not very well defined, over his household and subjects, may fairly be called *dubious*. Whether stronger terms of reproach should be affixed to them, is left to the private judgment of every man; the Resident did not, by any means, spare them; but it was reserved for the manifesto of the Bengal Government, converting surmise into certainty, to lavish on these unfortunate articles, and on the framer of them, the most blackening, terrible, and slanderous epithets, that can be furnished by the whole vocabulary of diplomatic abuse. Power, vested in the hands of an Asiatic Prince, and especially of a Prince exasperated by a suspicion, not to say a *knowledge* of secret correspondences between his subjects and his professed allies, is, assuredly, not very likely to be *husbanded*. But by what train of reasoning the Durbar of Calcutta contrived to infer from the obnoxious articles, that the Nabob had

✓ deliberately determined to effect "the ruin and
 "misery of a whole people, to involve the whole
 "nobility and gentry of Oude in vexatious accu-
 ^ sations, and extensive proscriptions;" and,
 besides some other particulars almost equally alarm-
 ing, "to spread over the whole country a general
 "system of rapacious confiscation, arbitrary im-
 "prisonment, and cruel banishment," it is not
 easy to conjecture; unless, indeed, they had their
 reasons for knowing, that uncontrolled authority
 is generally oppressive and insolent; that the wan-
 tonness of ambition has no mercy, either on private
 men, or on sovereigns; and that the *power* of
 inflicting "ruin and misery," "vexatious accu-
 "sations," and "rapacious confiscation," but too
 often creates the *will*.

✓ The Bengal Government were, however, so
 thoroughly convinced of the justice of their suspi-
 cions, on this matter, that they did not scruple
 "most earnestly" to caution the Vizier, against
 suffering the tenor of the articles in question, to
 "transpire in his Excellency's Court, or among
 "any description of his Excellency's subjects."
 "The publication" of them (they asserted) "and
 "still more, the attempt to carry them into effect,
 "would, inevitably, occasion the most dreadful
 "convulsions in the province of Oude; and would
 "for ever alienate, from his Excellency's person

“ and government, every sentiment of affection, “ obedience, or respect.” Will it be believed, after this, that they were careful to retain an attested copy of this dangerous paper, with the express purpose, in case they should not gain the Nabob's consent to a cession of territory, of furnishing “ the principal personages in “ Oude with attested copies of such parts of that “ paper, as tended to disclose” the supposed evil designs of his Excellency?*

The Nabob, when he perceived a territorial cession to be inevitable, exerted all his efforts to procure for himself, the real and efficient administration of that part of his country which should be left in his possession. The Resident was disposed to concede this point, and actually appears to have given something very like a pledge to that effect; though it must be owned, that he did not himself consider it in this light: he presented to the Nabob the draft of an article, with the avowed purpose of inserting it in the treaty, by which his Excellency was to be allowed the “ sole and exclusive management” of his reserved dominions, “ without any interference,” on the part of the Company, excepting by advice; and the Nabob, on receiving this article, “ expressed his full approbation and satisfaction.”† But the Governor

* O. P. No. 3. p. 243. † O. P. No. 3, p. 216, 220.

General was convinced, that the Vizier's reserved possessions would, if committed to his own uncontrolled management, fall into such a state of confusion, as to endanger the contiguous territory yielded to the Company. And, although this large tract of territory could only be yielded on the supposition that the British army stationed in Oude was powerful enough to maintain both the external and internal security of the whole province, yet to fulfil what the Bengal Government had so often called an *indispensable* engagement, they required some further concessions on the part of the Vizier. Not only did they insist on the privilege of stationing their forces in any part of Oude, which was, perhaps, for them, a tolerably reasonable claim; but also on the extinction of his Excellency's military power; and on the introduction, into his dominions, of such regulations of police, *under the controul of the Company's officers*, as the Company should think proper.* The sequel will shew that their demands did not stop even here.

His Excellency at first rejected these terms with indignation, declaring that the object of them "was open to the comprehension of a child."† But the British Government, he said, possessed the power of carrying them into effect; and, if it seemed good to them, might do so without his concurrence.

This language he continued to hold for some days. The Resident was then instructed to communicate to him the three following points: 1st. the necessity of his instantly discharging the whole of the old balance due from him to the Company, on account of the augmentation of the British army in Oude; in the event of his refusal, an equivalent portion of his revenues was to be sequestrated. 2dly. The necessity of the immediate farther reduction of his army. 3dly. The necessity of his instantly negotiating a territorial cession, and failing that, the determination of the Bengal government, to seize, without delay, the tract of country destined for such cession. This message being delivered to him, on the 23d of June, 1801,* he replied, with calmness, that if the proposed measures were to be adopted without his consent, he hoped that his presence would not be insisted upon, and that he would be permitted to perform a pilgrimage to the shrines of some Mahomedan Saints, leaving one of his sons as his temporary deputy.

It is proper to observe that this concluding request had been repeatedly, more or less directly, preferred by the Nabob; nor is his motive in preferring it distinctly known. The Resident suggested

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* O. P. No. 3, p. 243.

at the time, an idea not unsupported by collateral circumstances, that his Excellency might possibly be projecting a voyage to England, with a view (we may presume) of laying his wrongs at the feet of the British Throne and Parliament. But it is not, perhaps, necessary to seek for any reasons beyond those which the Nabob himself assigned---his own mortified feelings. To withdraw from the scene of his disgrace, and to avoid a personal concurrence in his own humiliation (although such a conduct Col. Scott is pleased to consider as the effect of "childish resentment"*) must have been considered as the gravest mode which he could adopt, of entering and recording on the minds of the whole Indian people, a solemn protest against the iniquity which was levelling him with the ground. In fact, the papers printed by order of Parliament, and the well-known dispatch of the East-India Directors, concur in shewing, that his Excellency suffered, during the whole of the singular egotiation here recorded, the greatest anguish of mind. Distress drove this unhappy prince to seek a temporary refuge in pleasure and diversion; but, in his calmer moments he discovered the deepest dejection, lamenting his misfortunes, throwing aside his turban, and frequently shedding tears.

* O. P. No. 3, p. 245.

The Nabob's application for the liberty of a temporary absence *was rejected*;* and, a few days after, Col. Scott proceeded to take measures for assuming forcible possession of that territory, which his Excellency could not be persuaded to yield up in form. Having desired a conference with two of the Nabob's principal Aumils, the Resident informed them, that a portion of the districts under their respective charges, were to be included in the territorial assignment, cautioned them against giving his Excellency the usual advance for the ensuing year, and received from them the strongest professions of obedience to his orders, and of submission to the Company. The Nabob was so much exasperated at this measure, that through the greatest part of the month of July, he withheld the Kists due to the Company for the preceding month, and was with difficulty at length prevailed upon to resume his customary payments.†

The meditated seizure of territory was justified by the British Government, on the same ground on which they had set up their claim for a territorial cession. The eleventh article of Lord Teignmouth's treaty had provided that "whenever

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* O. P. No. 3, p. 245, † O. P. No. 3, p. p. 248, 254.

“ the payment of the Kists should fall into arrears,”
 the Nabob Vizier should give “ such security to
 “ the Company, for the discharge of the existing
 “ arrears, and the future regular payment of the
 “ Kists, as should be deemed satisfactory.” This
 stipulation, the Marquis Wellesley argued, con-
 ferred on the Company the right of demanding the
 security mentioned in the treaty, even before the
 Kists should have actually fallen into arrear, pro-
 vided that, in the opinion of competent judges,
 they were in danger of so doing from the
 gradual decline of the resources of the country; and
 the right of demanding such security involved the
 right of usurping it, whenever a compliance with
 the demand should be refused. The punctuality
 of the Nabob’s payments, it should be noticed,
 his Lordship did not dispute.

The occupation, however, of the districts marked
 out for the territorial security, was deferred for a
 season, by an express order from Calcutta, re-
 ceived by the Resident at Lucknow, on the 10th
 of July, 1801. The stroke was suspended, both
 because the season of the year would be unfavour-
 able for military movements, and because hopes
 were indulged, that the mission of the honourable
 Henry Wellesley to Lucknow might yet prevail on
 his Excellency to yield his assent to one of

the two propositions of the British Government.* Mr. Wellesley arrived at his post in the beginning of September, 1801, and opened his negotiation on the 6th day of that month, with a revival of that most harrassing proposition which the Vizier had so repeatedly and so firmly resisted,—that his Excellency should resign the entire government, civil and military, of Oude, to the Company. The Vizier declared, that a compliance with such a proposal would subject him to “universal reproach and infamy.” “Admitting (his own words are) “that such a measure were for my own “particular benefit, still how can I support the “everlasting stigma, of depriving a whole family “of such a kingdom? For these reasons I cannot “give my consent.”†

But before the reply of the Nabob was known at Calcutta, the Governor General had dispatched to the joint negotiators at Lucknow, a ‡ paper of instructions, somewhat differing in their tenor, from those under which Col. Scott seems latterly to have acted.§ His Lordship directs these gentlemen, if the Vizier should have continued to reject both the propositions tendered to him from the British Government, to proceed to enforce,

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* O. P. No. 3, p. 244. + O. P. No. 4, p. 15.

‡ O. P. No. 4, p. 16. § O. P. No. 3, p. 244.

not the *second*, but the *first* of those two propositions; not a territorial cession, with which Col. Scott appears before to have contented himself,* but a transfer of the Nabob's whole power to the Company. This paper arrived at its destination too late to be acted upon; but it is worthy of notice, as developing more fully, and pursuing more boldly into their practical consequences, those doctrines of the *virtual right of the British Government, to a coercive interference in the affairs of Oude*, which had been more or less faintly avowed from the very commencement of the negotiation; which, in every paper, had appeared, hovering perhaps at a distance, as a reserved guard to the arguments actually brought into action.

Indeed, although this paper did not reach the scene of action till after the close of the negotiation, the spirit of its contents seems to have arrived there with Mr. Wellesley. For it was not until this gentleman had explicitly signified to the Nabob, that his rejection of all territorial surrender would occasion him the forfeiture of his whole power, that his Excellency, on the 19th of September, gave a painful assent to the second of the two proffered propositions.† To detail the circumstances that immediately led to this event,

* O. P. No. 3, p. 244. † O. P. No. 4, p. 14.

could serve no purpose, since the nature of the negotiation must by this time clearly betray itself. Suffice it to remark, that during this, as during all the former steps of the affair, every, “oblique” “invective” against the proceedings of the British Government, every slight mark of disrespect that might escape his Excellency, towards the representatives of that Government, only made way for the obtaining of a large arrear, with interest, of concessions, compliments, and homage.

The treaty of territorial cession was exchanged between the Nabob and the two English gentlemen, on the 10th of November, 1801, and received the ratification of the Governor General on the 14th of the same month.* The British Government secured by it not only a large and most valuable accession of territory, but also all the chief objects for which they had been so long contending,—the extinction of the Nabob’s military power, the liberty of stationing British troops in any part of his Excellency’s reserved dominions which they might think fit to select, and an efficient controul over the administration of these dominions; while, in return they were bound, not

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* O. P. No. 4, p. p. 25, 28. See Appendix (B) where this Treaty, and that of Lord Teignmouth, are given.

to the maintenance of any specific number of forces in Oude, but only, in general terms, to the defence of that province. The Nabob, however, insisted so firmly on the propriety of granting him a temporary leave of absence as soon as the treaty should be concluded, that this point was at length conceded to him, and was made, in some sense, a condition of his acquiescence in the treaty itself. His motive for this petition he thus assigns: "Let
 " me speedily be permitted to depart on my travels
 " and pilgrimages, for I shall consider it a disgrace,
 " and it would be highly unpleasant to me
 " to shew my face to the people here."*

About the middle of the year 1803, the Marquis Wellesley himself arrived at Lucknow. It was the object of his Lordship to settle a variety of points, arising out of the treaty of the 10th of November, 1801, which yet remained unadjusted. It is here, however, necessary to mention only the final establishment of a complete system of British influence over the counsels of his the Nabob Vizier's, in the management of his reserved dominions. After many struggles to save the wreck of his authority, his Excellency was obliged to submit to an arrangement, by which it was provided, that "he would
 " not act in any important matter without the

* O. P. No. 4, p. 23.

“ previous advice of the Resident; *and that in the event of their differing in opinion, he would abide by the Resident’s advice.*”—He earnestly wished, in some degree, to limit the unrestrained intercourse of his subjects, with the Resident, declaring that, unless all such intercourse, without his knowledge and intervention, were forbidden, his authority and dignity would be utterly despised; but *this proposition was rejected.**

And now let the author claim some indulgence, from all the friends of humanity and justice, if he here gives way for a moment to his stifled feelings. He must then declare, that the correspondence of the Nabob, through the whole of the memorable negotiation here detailed, but above all towards the close of it, confined, as it nearly is, to simple expressions of submission, and the most humble requests, is calculated to excite the deepest interest and commiseration. The petitions, for such they must be denominated,† addressed to Lord Wellesley, are particularly striking. After all that has been said of this Prince’s avarice, insincerity, and duplicity, after all the reflections that have been thrown on his private character, (and these are points on which the British Government, and their negotiators, are copious even to tediousness) it is scarcely

* O. P. No. 4, p. 27.

+ In O. P. No. 4.

possible to inspect, without tears, those melancholy memorials of humiliated greatness; or, to avoid exclaiming, O insulted names of British Justice, Honour, and Generosity!

It remains, in the following pages, to consider the principal grounds of justification, which have been taken by the British agents in the transactions under review: It were, indeed, hypocrisy in the author to dissemble his belief, that the ostensible reasons for their conduct towards the Vizier, were no better than pretexts, covering a system of ambition, spoliation, and injustice; but it is his intention to canvass these reasons, to the best of his ability, fairly; and to prove their futility, by the test of a rigorous examination. One thing only should be premised: that it will be unnecessary to take into the account the private character of the Vizier, or the accusations of artfulness and dissimulation, which are so liberally lavished on him by the Bengal Government. Were those accusations just (and even the preceding narration incidentally shews, that some of the heaviest of them are unfounded,) still, many allowances should be made for a person fighting so unequal a battle, arguing with those who had the power of crushing him in a moment, dreading (as he himself confesses) their displeasure, and fearful of involving himself

in ruin, by an unguarded word. A timid witness, however honest, may be cross-questioned into something that shall appear extremely like prevarication. But any further discussion upon this subject would be utterly superfluous; for it is the object of this publication to prove, that the Bengal Government were, in the terms which they offered to the Vizier, and the claims which they set up, the *aggressors*; that *they* first broke treaties; that the offence began on *their* side; and if these things can be proved, they have indubitably forfeited all right of grounding their defence on the fraudulent conduct of the other party concerned.

In vindication of their proceedings, with respect to Oude, the Government of Bengal has asserted, that the Company possessed *two* rights; each of which shall be shewn to be imaginary :

First; A right, pretended to be conferred on them by Lord Teignmouth's treaty, of requiring security for the periodical payments, stipulated on the part of the Nabob Vizier, even before these payments should have fallen into arrear, provided they were supposed to be in danger of so doing.

Secondly; A right of coercive interference in the internal management of the affairs of Oude; avowedly contrary to an express stipulation, in an article of Lord Teignmouth's treaty.

These *two* claims shall be sifted in their order.

CHAP. II.

The treaty of 1798 did NOT confer on the Company the right of requiring security for the periodical payments, stipulated on the part of the Nabob Vizier, before those payments should fall into arrear.

THE eleventh article of the Treaty of 1798; contains the following stipulation:—" If contrary
 " to the sincere intentions and exertions of the said
 " Nabob, the payment of the Kists should fall into
 " arrears, the said Nabob Saadut Alli Khan engages and promises, that he will *then* give such
 " security to the Company, for the discharge of
 " the existing arrears, and the future regular payment of the Kists, as shall be deemed satisfactory."

No other mention of the security here provided for, is made in the treaty; and therefore, so far as relates to the time when such security should become due to the Company, the construction of the article must be sought only in itself.

In construing this article, the Bengal Government, in 1800, argued, that a crisis might occur, and in fact had occurred, in which the Kists should for a time be proceeding in a course of punctual payment, while the revenues of the country were progressively declining, and even approaching the brink of ruin; that, under such circumstances, to defer the demand for security till the payments should actually have fallen into arrear, would be to risk the loss of it altogether; and that, therefore, in such case, to demand it instantly, was both the right and duty of the Company. "The *intention* of the
 " British Government (the Nabob was informed)
 " could not have been to confine its claim of security to a period of time when the resources of
 " the country should become inadequate to the
 " payment of the subsidy." On this ground, the security was actually claimed of the Nabob, at a time when he is allowed to have been paying his Kists to a day; and he was compelled to give half his dominions, on pain of losing the government of the whole.

It is painful to be obliged, at this advanced period, to reiterate truths which must have been familiar to the patriarchs; but can it be seriously maintained, that *prevention* and *remedy* are the same thing? or that "then," means "*before* then?" When a right is said to accrue "in a particular

event," is it not, in the judgment of common sense, implied, that it does not accrue *till* that event? Such questions answer themselves.

Were it true (and nothing, it will appear in the sequel, was ever less so) that, by an exact adherence to the provisions of the treaty, the British Government would have been exposed to ultimate loss, this would only prove that the treaty was a bad one; but what sort of reason would that be for breaking it?

But is not, it may be asked, a case conceivable, in which such an *intention* as the Bengal Government ascribes to the framers of the treaty in question, might be consistent with such *words* as, in framing it, they have employed? If there be such a case, there is but *one*; and this out of indulgence to a desperate cause, shall be here stated. *If, at the time of framing the treaty, it was distinctly known, that it would be always impossible, or nearly impossible, to realize the security provided for, excepting by somewhat anticipating the actual failure of payments, then perhaps, but certainly then only we may suppose that such anticipation was in the minds of the contracting parties. If it was notorious that the stipulation could be carried into effect only in one way, in that way, we may presume, it was intended to be carried into effect. Now this statement at*

once decides the present question. The impossibility that has been just mentioned, could never have been supposed by the framers of the treaty, because, in fact, they must have known that the impossibility exactly lay on the other side. For surely, imagination itself cannot feign a situation of things in which the demand of a security from the Nabob, *could* have proved (as the Bengal Government are pleased to express it) “altogether nugatory.” A few words will make this evident.

Let us then fancy an extreme case; let us imagine the *literal* fulfilment of the expressions used by the Bengal Government, when they predict the dilapidation of the revenues of Oude, expressions strong and bold, almost beyond the licence of the East. Let us suppose that the whole province yields not a rupee. Yet where there is *land* to resort to, there is a capital that must always exist; and with the whole of a large territory before them, and politically subject to them, it would be ridiculous to pretend that the Company’s Government would ever feel any lack either of will or of power, to make up in quantity what the security might want in present value, and, by the extent of their seizure, to provide for the future repayment, with interest, of any loss incurred at the moment.

But, in truth, the supposition here made, a mo-

ment's reflection will shew to be extravagant. At the period in question, the subsidy, amounting to seventy-six lacks of rupees, was in a regular course of discharge; and that this course could stop *suddenly*, that the revenues of the country could be exhausted, or even approach that state, before a partial arrear should entitle the Company to *enter* on the land, is an idea preposterous in the extreme. Such an expectation could only be justified in the event, either of a complete political revolution in Oude, which under the eyes of a large and (let it be remembered) an *augmented* British army, was morally impossible, or of some mighty convulsion of nature, that should sweep away the resources, the army, and the paymaster together.

The result is, that the British government never could have intended, by the treaty of 1798, to stipulate for any security, before the subsidy promised by the Nabob should actually fall into arrear; unless we believe them to have *said* one thing, and *intended* another. *That*, indeed, would have been a plain and intelligent account of the matter, however little it might consist with the character of the noble personage, by whom the treaty was framed, and to the recollection of whose distinguished honour, equity, and public virtue, in

all his proceedings with respect to Oude, the Nabob must often have recurred with a melancholy satisfaction during the whole of this extraordinary negotiation. But to pretend that the intention thus attempted to be fastened on the treaty, can be extracted from the treaty itself, is to introduce a lax, prevaricating, and arbitrary mode of interpretation, which is disapproved by the dictates of common sense and common feeling, and is calculated to subvert the plainest provisions of the most sacred compacts.

CHAP. III.

The British Government did NOT possess the right of coercive interference in the internal management of the affairs of Oude, at the period of the negotiation which ended in the treaty of Territorial Cession.

BY the expression, “ *coercive interference*” in the affairs of a country, is here to be understood an interference accompanied with *threats*, and rendered effectual by means of *intimidation*. Between such an interference and an interference by way of advice, between admonitions and commands, between persuasion and compulsion, between the strongest simple remonstrance and the weakest serious menace, the distinction is too evident to be overlooked by any but those who have an *interest* in overlooking it, who are not very nice in noticing distinctions, and whose arguments, like their politics, *seldom move in strait lines*.

Lord Teignmouth’s treaty with the Nabob Vizier was understood to leave the Company a full right of advising, persuading, and remonstrating with

his Excellency, on the subject of the internal administration of his country; but to *take from them entirely* all right of threatening, ordering, or forcing their opinion upon him in that particular.

✓ The twelfth article of this treaty provides, that whereas reductions in the public establishments of his Excellency are become necessary,—“ To that
 “ end the said Nabob agrees to consult with the
 “ Company’s Government, and, in concert with
 “ them, devise the proper objects of such reductions, and the best means of effecting them.”

✓ By the seventeenth article, it is stipulated, “ that
 “ the said Nabob shall possess full authority over
 “ his household affairs, hereditary dominions, his
 “ troops, and his subjects.”

In taking from the Company all right of direct interposition in the affairs of Oude, the treaty of 1798 proceeded exactly on the principles of the former treaty, of 1787; and nothing could be easier than to prove, that, in this respect, as in all others, the distinguished persons, by whom those treaties were respectively framed, carefully acted up to them.

The public papers of Lord Cornwallis in the year 1787, seem repeatedly to lay much stress on

the circumstance, that, “ the internal administration
 “ of the Vizier’s affairs was left to his exclusive
 “ management.”* The Directors approved his
 Lordship’s treaty; and in their political dispatch,†
 justly observed, that by its provisions, “ the inter-
 “ nal Government of the country remained with
 “ the Nabob;” while, at the same time, the Ben-
 gal Government were not “ precluded from mak-
 “ ing representations to him on the subject of his
 “ Administration,” “ or from proposing such
 “ general arrangements” as they might think proper.

In the year 1793, Lord Cornwallis addressed a
 letter to the Nabob Vizier Asoph ul Dowla,‡
 strongly remonstrating with him on the many abuses
 which prevailed under his system of Government,
 but using at the same time these explicit words :
 “ I have no proposition to suggest to you, varying
 “ in any respect from the conditions in force be-
 “ tween the Company and you; *nor am I actuated*
 “ *by any desire to interfere in your internal affairs.*”

Towards the close of this letter, however, there
 occurs a sentence which requires explanation,
 but which, it may be observed, as to its connexion
 with the subject before us, will be easily explained.

E 3

* O. P. No. 6, p. 3, 9, 12. † O. P. No. 6, p. 13.

‡ O. P. No. 2, p. 11.

Taken by itself, it might be construed into a *threat*, though assuredly a very gentle one, were not such a construction prohibited by the general tenor of all the public papers, both of Lord Cornwallis, and of his friend and successor Lord Teignmouth:

“ I have offered my advice (says his Lordship) as
 “ a friend, and flatter myself, that you set that
 “ value on the Company’s friendship that will in-
 “ duce you to listen to their counsels in a manner
 “ that may render unnecessary any other measures
 “ on the part of the Company, for their own security
 “ and defence.” Such language as this, had it occurred in a memorial of the Bengal Government in 1800, might have been justly suspected, as betraying designs of a resort to compulsory measures. If Lord Cornwallis had used it in that view, we could only have supposed that, on a single occasion, he had been hurried into expressions completely inconsistent with the spirit which ruled his whole conduct. But it is not necessary to make this supposition, or to imagine that such designs ever entered into the breast of that upright and illustrious Statesman; both because it must be on all hands allowed, that the Vizier *might* be guilty of acts (a breach of the treaty, for instance,) which should oblige the Company to employ against him other arms than those of persuasion; and because, in the very sentence preceding that which was last quoted, his Lordship promises, that “ the plan arranged by the late Hyder

“ Beg Khan” (that is, the treaty of 1787,) “ *is, and ever will remain in force.*” Now it is remarkable that, in the beginning of this same letter, Lord Cornwallis details the principal points of this “ arrangement,” and among them explicitly and fully mentions the non-interference of the British Government in the internal administration of Oude.

If any thing else be required on this head, we must refer to another letter of remonstrance,* addressed by Lord Cornwallis to the Vizier, about seven months after the preceding. In this second address, he most distinctly repeats that “ *it is not his wish, nor that of the English Government, to interfere in the internal arrangement of the Vizier’s affairs.*” And though the manifold errors of the Nabob’s Administration are here detailed at great length, and the dreadful evils which would result from the continuance of the system then pursued in Oude, are emphatically pointed out, yet no single sentence can be found in this paper, which the most hardened perverter could construe into the language of intimidation.

The conduct of Lord Teignmouth was similar to that of his predecessor. In a letter to the Bengal Council,† dated Lucknow, 21st of March,

E 4

* O. P. No. 2, p. 15.

† O. P. No. 2, p. 28.

1797, his Lordship, then Sir John Shore, thus writes: "Although I have urged *advice* and *remon-*
strance in strong terms (to the Vizier,) *I have*
ever avoided the language of intimidation."

To those which have been produced, it were easy to add other documents; but the production of them is rendered completely unnecessary, by the opportunity of citing a witness, who on this subject is of the first authority. This is Colonel Scott, whose name has so often appeared in the preceding pages. The following extracts will sufficiently explain themselves.

"The exercise of it (the Resident's interference in the ordinary internal transactions of Government) *does not seem to have been intended by the late Treaty, and is unequivocally disavowed by several declarations to his* (the Nabob Vizier's) *predecessor.*"*

"Though I had from the beginning foreseen the great probability of his Excellency's stipulating for terms that should render a Territorial Cession conclusive against future demands, and that should secure the independent and exclusive exercise of his authority, in the remaining part of his dominions, yet *no argument of validity or utility against a compliance occurred to my mind.*

* O. P. No. 3, p. 15.

*“ The last Treaty (1798) conferred on him that power; any partial interference can be of little use; and the security afforded to the Company for their pecuniary demands, seemed to remove the pretence, as well as necessity, for such an interference.”**

After reading thus far, we might well wonder from what source the Bengal Government in 1799, professed to derive the right, which they not only actually claimed but also decisively exercised, of a coercive interference in the internal œconomy of Oude. We might wonder; but our wonder will not perhaps be much diminished by hearing their reply to the question. The grounds on which they assume this right appear to have been *two*:

First, the repeated applications of the Vizier himself, for their direct interference in the administration of his affairs; applications, indeed, which he afterwards retracted,

On this ground, the right of direct interference is claimed by the Governor General, in a letter to the secret Committee,† dated the 7th of March, 1800. After stating his intention “to adopt the most effectual measures for the reform of all the branches of his Excellency’s internal Government;” his Lordship proceeds: “His Excellency’s repeated

* O. P. No. 3, p. 209. + O. P. No. 5, p. 5.

✓ “ earnest applications for my direct interference in
 “ the administration of his affairs, will abundantly
 “ justify the most decided interposition of the Bri-
 “ tish Government, in the management of Oude,
 “ whenever the proper period of exercising our
 “ authority shall arrive.”

During the negotiation, the Nabob was frequently* reminded of his former applications for the interference of the Bengal Government, it being doubtless implied, that he could not object to the exercise of a right, which he himself had conferred.

✓ Whether any applications by the Nabob, of the kind described, could be legally considered as barring his right to claim the benefit of that provision of the treaty of 1798, which bestows on him a full “ authority,” over the internal affairs of Oude, let jurists determine. It will, in this place, suffice, to state the form and scope of the applications which he really made for the interposition of his British allies. They are as follow:

“ I therefore recommend it to your Lordship,
 “ to instruct Mr. Lumsden (Resident) to afford
 “ me his effectual aid in establishing my authority
 “ on a new basis, so that with his knowledge and

* O. P. No. 3, p. 244, 187, &c. No 4, p. 2.

“ advice, the retrenchments which I have in view
 “ may be effected.”*

“ I now hope from your Lordship’s kindness
 “ that you will repeat your orders to the Resident
 “ to be aiding and assisting to me in all matters, and
 “ that you will be pleased to favour me with an
 “ answer to this letter explicitly in those terms,
 “ so that I may concert with the Resident the
 “ means of removing these embarrassments, and
 “ with his assistance carry on the affairs of this
 “ place in a manner to produce ease and satisfaction
 “ to my mind.”†

Thus it appears, that solicitations on the part of the Vizier, for the *assistance* of the Company’s Government, were construed into solicitations for their *controul*; that a wish to *hear* their advice, was understood as a promise to *follow* it; and that a friendly invitation to them to take certain measures *in concert* with him, was interpreted as licensing them to take certain other measures, *without his concurrence*, and even *against his will*!

To expend even ridicule on such reasonings would be a wretched waste of time and labour.

But the former applications of the Nabob did not, it must be confessed, constitute the principal

* O. P. No. 3, p. 2. † O. P. No. 3, p. 9.

ground on which the Bengal Government vindicated their assumption of authority over the domestic policy of Oude. The principal weight of the defence was thrown into another quarter: For,

Secondly; they claimed a *virtual* right of interference in the internal administration of the Vizier's country, founded on the nature of the connection between that country and the dominions of the Company. They talked of the British Government being *virtually pledged* to the Vizier's subjects, and, as it should, appear to various others of the human race; of *virtual engagements* between themselves and his Excellency; and finally, of a *virtual dissolution* of these virtual engagements on the part of his Excellency, which, it is observable, very soon led to an *actual dissolution* of that *actual engagement*, *THE TREATY*, on their own.

Such expressions, in the mouths of those who have an interest in employing them, are, to speak very favourably of them, extremely suspicious. Never, in a single instance, from the foundation of the world, have the *actual* rights of mankind been trampled upon, but this cant of virtual rights has been set up on the other side. Never has the robber or the oppressor existed, who had not the gift of this language. And when we see men thus acting while they are thus professing, breaking unprofitable treaties from principle, driven by a

sense of *virtual duty* to the most lucrative services, and laboriously discharging their *virtual engagements* very much to their own practical benefit; let us be allowed to wonder at so surprising a coincidence of duty and pleasure. Let us be indulged in looking with jealousy on these extraordinary exertions of a virtue, which is not its own *reward*, but its own *rewarder*.

A familiar illustration will set this matter in a clear point of view. A harmless passenger along a thinly-frequented street, is suddenly seized and dragged to a place of confinement. The agent in this deed, being observed, and questioned respecting the matter, declares himself to have been convinced from certain indubitable symptoms, that the unfortunate man was insane, and pleads a “virtual right” to disqualify insane persons from injuring the community at large. Perhaps, both the fact and the law of the case, would be variously commented on by the spectators. But if the *purse* of the supposed madman was afterwards traced to the pocket of this benefactor of society, and if it was discovered that it had secretly found its way to this retreat, about the same time that its owner openly found his way to Bedlam, *then*, however ably the mad-doctor might declaim about virtual rights and virtual duties, who that did not deserve

to be placed under his hands, would believe a syllable of his tale?

Such incidents do not occur in England; but in all material particulars, this is exactly the case of the Bengal Government in the dismemberment of Oude. They declaim very ably; but *the purse has been found upon them!* “The political advantages to be derived to the Company from the possession of the Doab,”—“the rendering of the Company’s territories to the Northward, more compact,” by the possession of Azimghur,—“the securing a profit to the Company,” by receiving the ceded territories at their present low valuation,—the “exonerating the British Government from the obligation of maintaining any definite number of troops in Oude,”—all this is the *purse*, and these are its contents. Whatever duty was discharged in this arrangement, that of self-preservation has certainly not been neglected.

But sickening as it is, to hear such defences set up for a deed, of which the object must be “open (as the Vizier expressed it) to the comprehension of a child;” let them be treated with a distinction infinitely beyond their deserts; let them be strictly and formally examined at the bar of reason and justice.

The question, then, is not, whether our conquest of Oude, or our connection with that province, *did* not originally confer upon us a right of inspection over the interior œconomy of the Vizier's government; but whether that right, whatever it was, *still* belonged to us, at the period in which the territorial cession was negotiated. This question, it will surely be time enough to answer, as soon as those gentlemen who maintain the affirmative side of it, shall be pleased to resolve another enquiry, of the last moment in this matter, but which does not appear to have assumed, in their eyes, its legitimate importance. It is as follows: *Does a solemn, voluntary treaty, or does it not, impose A PERFECT OBLIGATION on each of the contracting parties?* If it does, we had parted with the right in question by the treaty of 1798. That right, while it was ours, was ours either to renounce or to retain; but we assuredly could not do both; and by the most solemn and formal mode of conveyance which a nation can adopt, we had alienated it from ourselves, and conferred it upon another. With our eyes open to our connection with the province of Oude, and to all the reciprocal rights flowing from such a relation, we executed that treaty. It was the very object of that treaty to ascertain, or to fix, the *terms* of our connection with that province. Unless therefore, in proposing and signing it, we were acting a political farce as wicked as it was dull and useless,

✓ we did NOT in 1800, retain the privilege of exercising authority over the civil administration of the Nabob Vizier, although the power of exercising it, we both retained and found it convenient to exert.

^ In fact, if *virtual* engagements had been able to accomplish the business of the world, treaties would never have been invented. But mankind have found the necessity of reducing to a determinate form the conditions on which nations associate together; of erecting, in all cases, a common standard of appeal; and of banishing into the haunts of savages alike destitute of the implements of writing and of the principles of law, those unspecified and invisible rights and claims, which are invariably found to be on the side of the strongest.

It seems, however, sometimes to be said by the Bengal Government, that the treaty of 1798, was understood to be qualified by an implied stipulation, guaranteeing its benefits to the Vizier, *only during his good behaviour*. He was expected, it appears, not only to conform to his express engagements, but also to apply himself with assiduity to the augmentation of his revenues, and, as a preliminary measure, to the improvement of the state of his dominions. This argument is repeatedly insinuated in the state-papers of the Bengal Government, relating to

Oude; although in the vague and indefinite manner usual in those papers, which, with all their dexterity, uniformly exhibit the art rather of a declaimer, than of a sophist, and are better calculated to *confound* than to *mislead*.

The framers of the treaty of 1798 certainly hoped, and perhaps expected, that the present Vizier would effect very considerable reforms in the civil condition of Oude. By this expectation, it is possible that they were encouraged to leave him the “*full* authority over his household affairs, hereditary dominions, troops, and subjects.” The donation however was *full*, and therefore, like other donations, *for better, for worse*; like other donations, it included the risk of abuse; and if it be now found, that the framers of the treaty under-rated this risk, still by what rule of logic or of morals does it follow that our free-gift should be resumed by an act of power? We have here, like other contractors upon hazard, acted on a reasonable probability, and like others, must be content to submit if we have miscalculated the chances in our own favour. Even had the treaty been granted to the Vizier, on a verbal promise from his Excellency of reforming the system of administration established in his dominions, still, the promise not being recorded as an article of the contract, the performance of it

must have been left to his own honour and conscience, and if neglected, could hardly have been enforced by coercion.

By the twelfth article of Lord Teignmouth's treaty, "the Nabob agrees to *consult with* the "Company's Government, and *in concert with* "*them* devise" some reduction of his stated expenditure. It is astonishing that the Company's Government should have made no attempt to extund from this article, an argument in favour of their claim of coercive interference in the Nabob's Government, considering that such an argument would have been *quite as bad* as those which they have been at the pains of employing on that service.

One consideration should be here added, which seems conclusive. Wherever we are to look for this *virtual* stipulation by which the Nabob, on pain of being treated as an enemy, was to improve the declining finances of his country, an *express* stipulation the treaty certainly contains, which recognises the possibility of a still further declension of those finances, without providing in that event any such violent remedy. This is in the eleventh article; which reserves to the Company a right of demanding security for their claims on the Nabob, whenever the Kists should through neccssity fall into arrear, but does not hint that, in such a case,

the whole covenant was to be dissolved, or the civil authority of the Nabob to be transferred into the Company's hands.

This question, therefore, must be considered as decided; but there is yet another, which grows out of our subject, and which may be thought, perhaps, materially to affect it: Do not *extreme cases* sometimes occur, which seem to justify a momentary deviation from the ordinary maxims of *obligation* and *right*, and to force themselves, by their singularity, out of the pale of general rules? In such cases, when the lives or the happiness of millions are in danger, may not power be successfully employed to struggle against power, and law and equity be for a moment left out of view?

It is infinitely easier to answer this question in its application to the subject before us, than to solve it as a general problem. Undeniably, a situation of things may be feigned, which shall stagger the nicest casuist; and instances may be quoted of a happy departure from common rules, which find their warrant in the feelings, rather than in the judgment of mankind, and leave us in doubt, whether to applaud or to forgive. That the situation of Oude, however, was not of the singular kind here supposed, it can scarcely require grave rea-

soning to establish; yet, as it is never unseasonable to enforce important truths, and as a tendency to resolve ordinary occasions into extraordinary emergencies cannot be too strongly discountenanced, a very few words may be permitted on this topic.

Those who attribute to necessity a power of relaxing the controul of general rules, should recollect that this, like many other powers, derives its efficacy, if it has any, from being but sparingly exercised; for if it be true that a *crisis* of nature demands and justifies a desperate remedy, yet it is not to be endured that desperate remedies should be applied in any case, short of an exigency that menaces the instant and utter dissolution of society. The laws of religion and morality, the dictates of good faith and justice, are, it should be remembered, universal and immortal; and, although the *application* of them to the intricate and complicated concerns of politics is sometimes difficult, it is seldom indeed, if ever, that an instance occurs, in which any man, who attempts to apply them fairly, will be completely perplexed. After all, *new cases* are extremely rare in the world. It is true that, as the rules in question are in themselves simple, the statesman will find that, however easy it may be to use them in common life, he cannot avail himself of them with the same facility

in the more arduous navigation of public affairs; he has to allow for some *variation* (if the expression may be permitted) in making use of them; but when does he wander into these distant latitudes, where they are said entirely to *lose their polarity*? It may be added that, in a view of utility alone, the *certainty* of general rules is of far more consequence to the world, than any advantages which can be derived from an occasional disparagement of their authority.

But it must also be considered, that although the necessity resulting from the extreme cases spoken of, occurs but seldom, yet it is very frequently, and very easily, made "the tyrant's plea" for every enormity. Who can be ignorant that *virtual rights* have ever formed the favourite chapter of rights with the perpetrators of the most atrocious wrongs; and that, like the demons and fairies of dramatists, they have been introduced to help out every deep and dreadful plot, which was found to baffle the strength of material agents?

Nothing, therefore, short of the very last extremity, will, even on the loosest system of political justice, sanction usurpation. A violent interposition in the concerns of an independent nation, especially on the part of those who have guar-

ranted its independence, is justified, not by the prospect, however threatening, of its contingent, but only by the certainty of its immediate destruction. In this case alone, if even in this case, does any foreign power acquire *the right of coercive interference* in its affairs.

It will surely not be pretended that this was the case of Oude during the transactions which it is the object of these pages to review. Many and great abuses prevailed in the system of the Nabob's Government; but still it was a system. The revenues were realized with difficulty; but yet they must have been considerable, when the enormous amount of the subsidy did not occasion any failure in the stated payments. The Nabob (the Bengal Government are pleased to inform us) was cruelly and tyrannically disposed; but the chief evidence upon which they have thus stooped to blacken this prince's character, consists, not of *facts*, but of *intentions*, presumed and surmised from the noted *paper of requests*;* and farther, this paper, if it be allowed to prove that his Excellency's intentions were tyrannical, proves also that he did not presume to accomplish those tyrannical intentions, without the license of the British Government. The pretence of a right to interpose by violence under such circumstances, is not to be

borne. If the prevalence of abuses in a Government must expose it to the interference of every state which happens to be better governed, the independence of nations and the tranquillity of the world are at an end. England might then assume the right, which France has assumed (and assumed, let it be observed, on the very same plea,) that of reforming every state by force, which could not by force defend its liberties and its abuses.

This argument, however, in favour of *the right of coercive interference* assumes a shape somewhat more plausible, when it is made to include the consideration of the entire dependence of the Nabob Vizier upon the support of the British. If we uphold his authority, it is contended, we are responsible for his abuse of it. "The authority
 " of the Nabob of Oude was sustained exclusively
 " by his connection with the Company's Govern-
 " ment, and the reputation and honour of the
 " British Nation in India were deeply involved in
 " the operation of that authority on the welfare
 " and happiness of those countries over which it
 " was upholden by the terror of our name, or
 " exercised by the immediate force of our arms."

F 4

* The Governor General's dispatch to the secret Committee.

The most curious feature of this regard for "the
 reputation and honour of the British Nation,"
 is, that it opens a most convenient road to the ex-
 tension of the British empire. We have only to
 volunteer our military aid in firmly establishing the
 authority of a foreign Government, and then, when
 the authority thus established, is oppressively exer-
 cised, not to abandon it to itself, but to make it
 our own. We tempt a prince to abuse his power,
 and when he actually abuses it, take from him, not
 the *temptation*, but the *power* itself. Three Princes, at
 least, (falsely called "independent,") of Hindos-
 tan, have, within these few years, been sacrificed
 to this device of making our armies purvey to our
 civil authority, this ingenious mode of political
 conveyance, which resembles a legal *lease and re-
 lease* in every thing but its legality. They accepted
 our support, but they were little able to estimate
 the tenderness of a British conscience, which having
 exposed the subjects to oppression out of pity to the
 sovereign, would soon oppress the sovereign out of
 pity to the subjects. And if this system should
 continue, it may fairly be prophesied that the
 Peishwa, who is now in the happy *middle state* of
 military protection (somewhat like the luxurious
 confinement of animals while they are *fattening*)
 will become the next victim to our virtue and his
 own folly.

To shake this mock-humanity into dust, and scatter it to all the winds of heaven, it will be requisite to state only three or four considerations, which, without any labour of research, must instantly occur to every honest and reflecting mind.

1. A simple political connection, formed for innocent purposes, and not leading to crimes, does not render the contracting parties mutually responsible for any criminal acts, which separately and on occasions not connected with the objects of the contract, either of them may commit.

Our connection with Oude was simply political; nor will it be denied to have been formed for innocent purposes, and to have been consistent with the welfare of that province. It did not lead us to the commission of any criminal or tyrannical act; for, as Colonel Scott himself informs* us, both the interference of the Resident, and that of the British military, in aid of the Vizier's measures, were always confined to such objects and such modes as, in the Resident's opinion, seemed just and proper. If, however, an authority in itself legitimate, and thus legitimately supported, was misemployed by the Vizier, if his system of administration was bad, and even oppressive, does it follow that our compacts with him were void? Let the consequences of the

* O. P. No. 3, p. 21. 38, &c.

principle from which such an opinion proceeds, be considered. The world is so constituted, that the good and the bad must often associate together for the furtherance of common objects; but because the bad are thus, in a measure, *supported*, because their power of doing mischief is, with themselves, continued, is no faith to be kept with them? Because heresy is an evil, is there to be no faith with hereticks? Because England has, more than once, preserved the Port from the *swallow* of some continental power, is England chargeable with all the defects of the Turkish Government, confessedly one of the most vicious in the world? Because Russia supports the English cause in Europe, does the Russian Government share with us the guilt of infringing treaties and revolutionising states in the East?

But some limits, it may be suggested, are also to be placed on the other side. For may not a government be conceived, so flagitious and reprobate, so cruel and grinding to the subject, that any support of it, however indirect, for any purpose however laudable, and under the obligation of any promise, however solemn, would be highly criminal? This brings us back to the doctrine of *extreme cases*; and to apply that doctrine in the present instance we may observe,

2dly. That a covenanted connection with the sovereign of a country, if it be in itself innocent, ought not to be abandoned, where it is not evident, that, in consequence of such connection, the condition of the inhabitants of that country is considerably worse than it would have been, if the connection had never been formed.

This is manifestly the true point of comparison. Our virtual engagements with the inhabitants of Oude could, at the most, extend no farther than this, that they should not be clear sufferers by our connection with the Vizier; and if, in any case, this virtual engagement with the people could destroy our literal engagements with their master, (a point on which nothing is here either affirmed or denied,) nothing short of an *extreme case* could produce such an effect. The misery resulting to the people, from our alliance, must be palpable and very considerable, before an alliance solemnly stipulated, is to be dissolved. This proposition will at once carry conviction to those genuine philanthropists, who know that the *feelings* of the human heart are seldom useful to mankind, excepting when they are under the discipline of *principles*; that one of the greatest safeguards of civilised society, is THE SANCTITY OF TREATIES; and that justice is no less important to the world than benevolence.

3dly. It is next necessary to remark, that we have no reason to presume that the inhabitants of Oude were, on the whole, sufferers by our connection with the Vizier; but rather the reverse.

This assertion cannot with plausibility be denied, when it is considered that Saadut Ally, the present Vizier, is the legitimate heir to the family whom we found on the Musnud of Oude; and that the British power has preserved that province from the rapacity of foreign invaders, and has also (if the Bengal Government are to be believed) withheld the Vizier from acts of tyrannical violence. But to silence all doubt on the subject, the confession of an adversary may be produced:

“ *Had your Excellency’s territories been subject to*
 “ *the frequent or occasional devastations of the enemy;*
 “ *had they been visited by unfavourable seasons,*
 “ *or by other calamities which impair the public*
 “ *prosperity, the rapid decline of your Revenues*
 “ *might have been imputable to other causes than*
 “ *evil Administration; but, under the favour of*
 “ *Providence, no such visitations have afflicted the*
 “ *provinces of Oude, while the powerful protection*
 “ *of the British forces has maintained your Excel-*
 “ *lency’s dominions, together with all the Com-*
 “ *pany’s possessions in this quarter of India, secure*

“ *from the ravages of war, in the enjoyment of*
 “ *undisturbed tranquillity and peace.*”*

Whatever use the author of this passage has made of it, it seems no strained inference from it to say, that, in the opinion of the Bengal Government, the British power had preserved Oude from calamities, from which its inhabitants might have been expected to suffer as severely as they actually suffered from the mal-administration of the Nabob. This is, at all events, clear beyond contradiction, that the state of that country was not *palpably* and *greatly* the worse for the alliance with the Company; and of course, that the supposed necessity of infringing the terms of that alliance; out of pure consideration for the Vizier's subjects, is wholly inadmissible. It will afterwards be considered how far, if, in consequence of our own support of the Vizier, it really did become necessary to restrict his liberty, we were entitled to *take advantage of our own wrong* in immensely profiting, as we did, by such an occasion.

The observations which have been made, refer to the manner in which the Bengal Government deduce their pretended right of *coercive* interference in the affairs of Oude, from the virtual obligation imposed on them by their connection with that

* The Governor General to the Vizier, O. P. No. 3, p. 150.

province, of consulting the happiness of the people. There was yet another process of reasoning, by which the same right was derived from the same connection; but this shall be submitted to the reader without any remarks; whether because it does not suggest, or does not require them, let himself be the judge.

The passage, in which this process of reasoning is detailed, bears this distinctive mark, that, in penning it, the Bengal Government, apparently abandoning those *tours d' adresse* to which, with whatever success, they generally resort in their state-arguments, have descended to that plainness of speech, which the mighty sometimes deign to employ, when they wish to say what is unanswerable. It is given as follows:

✓ “ *The right of the Company to secure the*
 “ *British Interests in the province of Oude, must*
 “ *be considered as the fundamental principle of*
 “ *every arrangement. It is the bond of connection*
 “ *between the dominions of the Company and*
 “ *those of his Excellency, and exists independently*
 “ *of his Excellency's will. The inference to be*
 “ *drawn from this undeniable position is, that the*
 “ *British Government would be justified in pursuing*
 “ *the measures necessary for the security of those*
 “ *interests, not only without his Excellency's con-*

Λ

*“ sent, but even in opposition to his endeavours to
 “ counteract them.”**

When it is considered that the above passage is intended to justify an interference, confessedly contrary to the treaty of 1798, in the Vizier's affairs, what is this but an assertion, almost in so many words, of a right to break treaties, whenever it is found inconvenient to keep them? What a child in politics was that writer, who described a good man as one **THAT SWEARETH TO HIS HURT, AND CHANGETH NOT!**

* O. P. No. 4, p. 16.

CHAP. IV.

On the manner in which the Bengal Government exercised those two supposed rights, which have been treated of in the two preceding chapters.

IF, for the sake of argument, it be allowed that the Company's Government possessed, in full, the two rights, which have formed the subjects of the two last chapters, still the Nabob Vizier had unquestionably on his part, a right, not indeed by treaty, but *morally*, to expect that the Company's Government should exercise those two rights with moderation.

Whether or not the right here claimed for the Vizier, in the case supposed, should be called a *virtual* right, is of little consequence. Lest, however, the assertion of such a right, in this place, should be thought inconsistent with the denial, in the last chapter, of the many virtual rights claimed by the Bengal Government, it is proper to mention the radical distinction between the two cases. The virtual rights affected by the Bengal Government, were placed by that Government on a par with *legal* rights. It was thought

lawful to enforce them by threats and violence, and in fact they were so enforced. The right here asserted for the Vizier is of a nature entirely different; it is, by the supposition, a right, the violation of which cannot be resisted; in maintaining such a right, threats and violence *ought not* to be used, even if they could be used with effect; it is a right only in the eyes of conscience, humanity, reason, and religion. The distinction, then, between these two kinds of right, is the same as the distinction, inaccurate, perhaps, but perfectly intelligible, which popular use makes between the terms *law* and *equity*.

If it be true that, by the treaty or other agreements between the Company and the Vizier, the Company's Government possessed the right, which they claimed, of exacting from the Vizier a security for the subsidy, before his payments should fall into arrear; but still more, if it be true that they also possessed the right of a discretionary interference in the disposition of his internal affairs; it is clear that those agreements left his Excellency entirely at our mercy. The compacts between the two states approached, in this case, very nearly to the nature of a *naked compact*, which sets all the rights on one side, and all the obligations on the other. The treaty of 1798, with all its provisions, could

then be regarded only as a paper announcing the unconditional surrender of the Vizier to the Company. On such a supposition, to talk to a being so entirely dependant upon us, of our *not having violated his rights*, would be mockery; he had, in this sense, no rights; he had thrown them all, with himself, into the arms of British honour and generosity. To boast of our having *kept our treaty* with him, would be a shocking compound of meanness, insolence, and cruelty; the treaty could not *but* be kept; for it gave us every thing.

Under such circumstances, then, it is not enough to say that *we stay here on our bond*. Our very superiority imposes on us an obligation not less sacred, though under other sanctions, than the obligations which laws or treaties create, and penalties or wars enforce;—the obligation to be temperate in the exertion of our power over a being that lives only on our breath, and to watch over all his interests with the beating heart of a parent.

This obligation, at least, was imposed on the Bengal Government, with respect to the Vizier of Oude; and has it been fulfilled? Granting them to have possessed the rights, which have been so often mentioned, have their rights been exercised in a spirit of equity?

A *negative*, and a *strong negative* indeed, is the answer to be given to these questions; as the present chapter (which does not, however, pretend to exhaust the subject) is intended to prove. The propositions to be here maintained, are the three following:

1. The state of Oude in 1799, was not such as to justify the exercise of either of the two rights in question.

2. Since, by the treaty of 1801, the Company's Government secure to themselves an efficient controul over the civil administration of Oude; the demand of any farther security for the payment of the subsidy was unnecessary and unjust.

3. Supposing it to have been just and necessary at the period in question, to exact a security for the future payment of the subsidy, the security actually exacted, was far greater than such as, in equity, ought to have satisfied the Bengal Government.

1. The first point to be established, is, that *The state of Oude in 1799, was not such as to justify the exercise of the two rights in question.*

It will at once be perceived, that the proof of this proposition has been, in some measure, anticipated in the two preceding chapters. Indeed, so far as the *right of interference* is supposed to be founded on *the extremity of the case*, it is, in strictness, possible to discriminate between the possession of that right, and the equitable discharge of it. The right, only accruing in the moment of evident and palpable necessity, cannot exist when it cannot be equitably exercised. In fact, its birth can only take place amidst a convulsion of society, so terrible, as to suspend all positive law, and to leave equity the sole governor. But so far as a discretionary right of interference is grounded on some agreement, either express or justified by fair construction, between the two parties, it may easily be exercised legally, or in such a way as not to authorize resistance to the exercise of it, while yet it is exercised with a severity which would shock all the well-born and the well-principled part of mankind.

It would be superfluous here to re-state the considerations formerly suggested, as favouring the idea that the Vizier's government, with all its abuses (and they are confessed to be great) was not so detestable as it appears in the representations of those who had evident reasons for exhibiting it in the darkest colours possible. A single fact

may be here mentioned, as tending to confirm this account of the matter. The total of the Jumma at which the provinces were ceded to the Company, was *one Crore and thirty-five Lacks* of Rupees; whereas the Mofusul Jumma, for the very first year after these provinces came into the hands of the Company, is stated at *one Crore and nearly fifty-seven Lacks*. So great an increase of the revenue within so short a period, can only be accounted for on the supposition, that the produce of the soil had been carelessly collected under the Vizier, while it was, in reality, greater than it appeared.

But if it be true, that the condition of Oude, under the administration of Saadut Ally, was as deplorable as it appears in the state papers of the Government of Calcutta, still this, at least, must be allowed, that every method should have been put in practice to persuade the Vizier to a reform of his administration, before threats and force were employed for that purpose. Here appears to have been the crying sin of the Bengal Government. Although they did not commence the negotiation in the style of menace, yet from the very first, they seem to have discovered a spirit so far from conciliating, such a disposition to dictate, and after no long interval, such a determination to profit at the expence of the Vizier, that his pride

was roused, and all his feelings disgusted. It is in vain to pretend that he could not be persuaded to ameliorate the state of his dominions. The experiment was never tried. Words, in themselves, simply persuasive, may easily be uttered in a tone of command, and with a look of defiance. The measures pursued, and the general deportment adopted by the Bengal Government, with respect to the Vizier, while they yet confined themselves to the language of advice and remonstrance, were of the most harsh and offensive kind. The haughty project of compelling him to annihilate his own military establishment, by glutting, unnecessarily, the country with British troops, which he was obliged to pay,—the eager attempts to convert his plan of abdication in favour of his Son, into an entire surrender of his power to the Company,—these two proceedings were so indecent, and betrayed a disposition in the British Government so ambitious, so grasping, and so insolent, that even had nothing else occurred of the same kind, a negotiation thus ushered upon the tapis, could never have been expected to arrive at a favourable issue.

The Vizier found his authority despised by his more opulent Annals, the British subsidy perpetually eating into his treasury, and his armies inefficient in the field, and dangerous only in the camp.

In such a case, he had every reason to wish for a reform. His interested passions, not only those of that enlarged kind, which are generally found to move under the same parallel with the dictates of duty, but those meaner and more selfish feelings whose field of view is bounded by the moment, must all have been enlisted on this side. In effect, there is no doubt that he did wish for a reform; and, if this disposition had been properly and honourably encouraged, where on the face of the earth is there a shadow of proof, that a pacific reform, and a reform with his concurrence, might not have been accomplished?

2. The proposition next to be proved, is, that *since, by the treaty of 1801, the Company's Government secured to themselves an efficient controul over the civil administration of Oude, the demand of any farther security for the payment of the subsidy was unnecessary and unjust.*

This proposition is so evident, that it should seem hardly possible for any detail to render it clearer. The territorial security for the payment of the subsidy was avowedly demanded on the assumption, that the revenues of Oude would progressively decline till they should be exhausted. The declension of the revenues could go on, only

upon the supposition, that the mal-administration of the Nabob, to which they were attributed, should continue. Now it happens, that by the very treaty which gave this territorial security to the British, an effectual provision was made against the continuance of the mal-administration of the Vizier, by securing to us a full controul over his Excellency's Government. But was not this, of itself, an ample security against the failure of his stipulated payments? Could any ampler security be desired, than our usurping, which in effect we did, a plenary controul over the fund out of which those payments were to proceed? And what then shall we say to that provident ambition which, in addition to a security so ample, exacted the farther security of half the Vizier's paternal dominions in perpetual sovereignty? Or who can hear of such an exaction, without experiencing a separate wound in every honourable and virtuous feeling of his heart? Surely, if extortion ever visited the earth in the shape of a treaty, it was in that of the treaty of territorial cession, between the Company's Government and the Nabob Vizier!

To palliate this act, one shift may possibly be resorted to, which, although it would be but a shift, should, perhaps, be noticed. The territorial cession may be vindicated on the ground, not of the apprehended failure of the revenues of Oude,

but of that *discretionary right of interference* which has been mentioned. If the existence of such a right be supposed, and on that supposition the present chapter proceeds, then, it may be argued, the Bengal Government had a right to appropriate to themselves the whole of the Vizier's dominions; and in seizing but the half of them, and contenting themselves with more definitely establishing their privilege of inspection over the remainder, they evinced a very enviable spirit of moderation. On this point something shall be said hereafter; if, indeed, it be necessary to say one syllable farther than this, that the question is not now, whether this right of interference existed, but whether, conceding its existence, it was *equitably* exercised. Should any man seriously maintain the *equity* of an interference, of which the very first object was, forever to despoil the Vizier of half his dominions, either his understanding or his heart must be of a very singular construction. No; this shift would not avail the Bengal Government: nothing can extenuate the mingled absurdity and injustice of compelling the Vizier to insure us against the evil consequences of a calamity, the occurrence of which we were, by the very same act, rendering forever impossible.

3. The *third* proposition to be proved is, that *supposing it just and necessary, at the period in ques-*

tion, to exact a farther security for the payment of the subsidy, the security actually exacted was far ampler than such as, in equity, ought to have satisfied the Bengal Government.

And here, it will be allowed by all parties that there is but one principle, on which such a security can be equitably regulated: whether it be considered as a remuneration, as an insurance, or as a remedy, it ought to be *exactly commensurate* with the service performed, with the danger apprehended, with the evil to be remedied. Now, on this principle, it is plain enough that, for the periodical payment of a stated sum, a *conditional* occupation of territory (in the nature of a mortgage) would have been a greatly more equitable security, than the assignment of a large tract of territory in perpetual sovereignty; but without particularly adverting to this point, it will be easy to shew that the quantum of lands, seized by us in Oude, was extravagantly great; probably *twice as great*, at least, as it ought to have been.

This will appear, if it can be proved,

First, that the number of the British forces, which the Bengal Government of 1801, computed it to be necessary to station permanently in Oude, was immoderately great.

Secondly, that although the treaty was actually founded on this computation, and the amount of the ceded lands was professedly regulated by it, yet in truth the Bengal Government did not, when they framed the treaty, intend to station permanently in Oude the number of forces requisite by their own computation.

Thirdly, that notwithstanding all this, the quantum of territory seized was large enough to maintain, not only the computed number of forces, but a much greater number.

First, it is to be proved that the computation of the number of troops to be stationed permanently in Oude, was excessive.

It will surely not be thought an act of hostility towards the Bengal Government, but perhaps rather the reverse, to open this part of the subject with proving, that this Government was under a sore temptation to over-rate the number of troops necessary for the purpose in question. When Lord Wellesley first projected the augmentation, or rather *duplication*, of the British forces in Oude, he wrote thus to the secret Committee, on the 25th of January 1800.* “Of the measures now in progress in Oude, I shall at present say no more,

* O. P. No. 5, p. 4.

“ than that they are calculated to secure the ex-
 “ ternal defence and internal tranquillity of his
 “ Excellency’s territories, *to reduce your military*
 ✓ “ *expence by transferring the charge of a very large*
 “ *body of your troops to the funds of the Nabob*
 “ *Vizier, &c. &c.*

From this extract and some others of the same complexion, we find somewhat curiously that, besides the “necessity” imposed on the British Government of “defending the Nabob against all “enemies,” and the consequent imperious obligation of overrunning his Excellency’s dominions with troops, which his Excellency was obliged to maintain, there was another sort of necessity, concurrently at work in this business,—*the necessity of relieving the embarrassed state of the Company’s finances!*

But let us now see the principle on which the Bengal Government ostensibly computed the magnitude of the military force which it was *necessary* to station in Oude.

“ It might not (says the Governor General,
 “ addressing the Nabob Vizier in November
 “ 1799) be in the power of the British Government
 “ on a sudden emergency to re-inforce the troops
 “ in your Excellency’s country with sufficient

“ expedition ; my firm opinion therefore is, that the
 “ Company can in no other manner fulfil effectually
 “ their engagement to ‘ defend the dominions of your
 “ Excellency against all enemies,’ than by maintain-
 “ ing constantly in those dominions such a force as
 “ shall at all times be adequate to your effectual
 “ protection, independently of any reinforcements
 “ which the exigency might otherwise require, but
 “ which might not be disposeable in proper
 “ season.”

On this principle the proposal of augmenting the
 British force in Oude was originally grounded, and
 by this, the quantum of territorial cession was
 afterwards regulated. And never surely was broach-
 ed a principle more extravagant ! That we should
 be on our guard against remote contingencies is
 wise ; but who, that is permitted to be at large
 in the world, ever thinks of being *as much* on his
 guard against every possible danger, however re-
 mote, as if he knew it to be instantly impending
 over his head ? By this rule, all the probabilities
 on which common sense is content to act are sub-
 verted. By this rule, every man ought to sit up
 in his house every night ; for he would certainly do
 so on any particular night when he knew it to be
 threatened by robbers. By this rule, no state could
 ever reduce its armies to a peace establishment.
 But what should we think of such a policy in

Europe? We, who are apt to imagine that peace in the armour of war, is scarcely any peace at all; that the blessings of a diminished expenditure fully outweigh a remote risk of surprise; that an invading army of men does not come upon a country, like an invading army of locusts, *with an east wind in one night*; that, by the constitution of things the force of an attack bears a fixed proportion to the magnitude, and in a great degree to the notoriety also, of the preparations preceding it?

And what, then is the difference between the case of an European state and that of Oude? Simply this; that an European state is forced to *pay* the armies which it raises, and is therefore not likely to overstock its military establishment; while in the case of Oude, the *British Government* recruited, and *the Nabob* was compelled to pay! Nothing would be easier than to shew, from a review of the state of Hindostan at the period under contemplation, that the occurrence of a crisis in which the British Government should have found it impossible to detach as many forces to Oude as might be requisite for its defence, was utterly improbable; more especially as Tippoo had, before this period, been destroyed. But such a review would be superfluous; and in place of it, it will suffice to advert to about as strong a case as can fairly be put—the actual march of Zemaun Shah to invade

Oude, during the very year before that in which the permanent increase of the Oude army was proposed. The Shah's preparations were immense; and his progress (as Sir James Craig mentions,*) extremely rapid. At that time Tippoo was alive and indeed was the instigator of this invasion; and the native troops of the Nabob Vizier (so the Oude papers informs us) were not only useless but dangerous to their own party. On this emergency the British Government of course bestirred themselves, and with such success that Msrquis Wellesley says in a letter to the † Directors; "I have the satisfaction to inform you, that every possible precaution has been taken for the effectual defence of the frontiers of Oude."—After all, they diverted the coming storm by a little coarse negotiation with the King of Persia, who appearing in arms on Zemaun's frontier, recalled that Prince to the defence of his own dominions: yet to prevent the renewal of an alarm so easily hushed, the British force in Oude was proposed to be permanently augmented; the faith of treaties was, to say the best, strained without limit; a virtual right of interference in the Nabob's administration was set up; and finally the memorable treaty of territorial cession was forced upon him, and his most valuable provinces were extorted from him *in perpetual sovereignty*. But this treaty is hardly con-

* O. P. No. 2, p. 35.

† O. P. No. 5, p. 3.

cluded, when accounts arrive in Hindostan, that Zemaun Shah, this *permanent* enemy, has perished, and that his dominions have fallen into confusion !

But in another view also, the estimate of the forces permanently required in Oude, was excessive. For the introduction of our troops into that country, one alledged cause was, the securing of its *internal tranquillity*, which, according to the loud and reiterated representations of the Bengal Government, was perpetually endangered, partly by the Nabob's useless and dangerous native troops, partly by the discontent which his vicious system of administration is said every where to have diffused. Now since by the operation of the treaty, both these evils were avowedly corrected, it seems rather hard that the quantum of military force computed to be requisite before the conclusion of the treaty should be erected into a standard for all future times. What is still more curious, not only was no abatement made on the principle just mentioned ; but the task of regulating the police of the Nabob's reserved territories, a task which the British Government insisted on undertaking, was itself made the ground of a farther charge upon his Excellency's treasury. Is not this something wonderfully like a *double entry* of the same item into the same account ?

It has now been proved that the British estimate

of the forces permanently requisite in Oude, which estimate regulated the amount of the territorial cession, was inordinately great. Had the territorial cession never taken place, or had territory been ceded only *on condition* of the actual presence, in Oude, of the estimated number of British troops, there can be little doubt that the full complement of troops would have been there stationed. But here another scene of this extraordinary negotiation opens: for no sooner was the territorial cession agitated, than it was found convenient to liberate the Company's Government from the necessity of maintaining any given number of forces, either in the ceded or reserved territories, excepting the detachment attached to his Excellency's person.

Secondly then, we may remark that although the amount of the ceded lands was professedly regulated by the computation, which the Bengal Government had previously made, of the number of forces required as a permanent garrison in the province of Oude, yet they did not, in framing the treaty, intend permanently to station there the number so computed.

It must, indeed, seem a circumstance not a little suspicious, that whereas former treaties had bound the Company to maintain a *specific* amount

of British force in Oude, the treaty of 1801 only bound them *generally* to the defence of the Vizier's dominions. The difference was not accidental, for Colonel Scott received express orders to controul the new treaty with this variation.* Yet it might have been thought that the British Government, although not making the number of troops a matter of stipulation, retained their opinion of the necessity of keeping up the computed number somewhere, either in the ceded or reserved territories, and intended to act upon it. What shall we think, then, of the following sentence, which occurs in the Governor General's account† of "the *leading advantages*" of the treaty of 1801?

"The operation of this treaty exonerates the
 " British Government from the obligation of
 " maintaining any definite or specified number of
 " troops in the province of Oude, the Company
 " being charged with the general defence of the
 " Vizier's dominions, and being relieved from all
 " special engagements with regard to the descrip-
 " tion or amount of the force to be employed for
 " that purpose."

Now this "leading advantage," could be advantage, only on the supposition that the Company's Government could make use of it; that is,

* O. P. No. 3, p. 224.

† O. P. No. 4, p. 14.

that they would not find it necessary always to keep in Oude as many forces as the revenue of the ceded territory would enable them to pay. How, indeed, this could be the case, when (as we learn from a passage above quoted) it was the Governor General's "firm opinion, that the Company *could in no other manner* fulfil effectually their engagement to "defend" the Vizier's dominions, "than by maintaining *constantly* in those dominions such a force "as should, *at all times*, be adequate to their effectual protection;"—how the relief from a *special* engagement could be any advantage, if the *general* engagement "to defend his Excellency's dominions" equally bound the Company to "maintain *constantly*" the computed number of troops in Oude; how, in short, the same thing could be necessary and not necessary;—those can, perhaps, best explain, who are so loud in their reproaches of "the *false and artful* character of the Vizier."

Nothing more seems necessary to shew that the computation, by which the amount of the territorial cession was professedly adjusted, was extremely strained. It now remains to be proved,

Thirdly, that, strained as this computation was, the territory seized was large enough to maintain a much greater than the computed number of forces.

This will appear at once, when it is remarked that, though the ceded territories were, on the whole, confessed to be much impoverished, yet they were adequate, even in this impoverished and, therefore, improveable state, to cover the charges of the whole computed force, together with the expence of collections. The Vizier remonstrated against such an arrangement, requesting that the lands should be received at an ancient Jumma; but on this point, the Bengal Government was inflexible, declaring that a compliance with his Excellency's request would be "entirely subversive of the fundamental principles of the Territorial Cession."*

✓ The reasoning by which the exaction of the lands at their Jumma was vindicated, amounted to this: that, as the improvement of those lands would be effected entirely by the regulations of the British Government, the British Government was entitled to all the consequent increase of revenue.† It is difficult to believe that in a grave state-paper, and with all the solemnity of official declaration, an argument like this should be maintained, of which the meanest hawker of wares in the streets practically shews the fallacy. For is it to be endured, that the price of an article should be regulated *merely* by the use which is made of it by the seller?

* O. P. No. 3, p. 210.

† O. P. No. 3, p. 167, &c.

Is it to be endured, that the *improveableness* of an estate is to go for nothing in its exchangeable value? According to this equitable rule, a house which happens to stand unoccupied, ought literally to *fetch no price* whatever in the market; and had the Vizier possessed a whole tract of the finest country in an uncultivated state, the Bengal Government would have had a right to seize it, without making him any remuneration at all!

Surely the rule of equity would have been, to receive the lands at a rate somewhere between their reduced and their possible value; instead of this, the Bengal Government began, in the very first year, to gain immensely by this forced bargain; the increase of the revenue will proceed, the Oude papers inform us, with accelerated velocity;* and Mr. Henry Wellesley states it as his confident expectation,† that “the land revenue of these provinces, when fully cultivated, will amount to *two crores and fifty lacks of rupees.*” At that period, it is perfectly possible, as far as the treaty of 1801 is concerned, that, with the exception of

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* This is given on the authority of the negotiators of the cession. They admit, however, that the increase here spoken of has been impeded, but ascribe this effect to the temporary pressure of a drought.

† O. P. No. 1, p. 36.

the detachment attached to the Vizier's person, there may not be stationed a single British soldier or sepoy throughout the whole extent of Oude, while the Company will be in the annual receipt of a subsidy which would be adequate to maintain *twice as large* a force as, by their own extravagant computation, they estimated to be *permanently* required in that province. It would be easier to call up battalions from the earth with a stamp of the foot, than to vindicate such an arrangement as this, in the eyes of equity, honour, and humanity.

It is presumed that the considerations which have now been offered on the subject of the territorial security sufficiently prove the security to have been far ampler than, at the very worst, the case required; and when it is remembered that, as has been already shewn, *no* territorial security at all was necessary, some data are gained, by which the gigantic spoliation, calling itself a territorial cession, may be measured.

But the argument may be here repeated, that this measure is to be justified on the right possessed by the Company's Government to interfere decisively in the affairs of Oude, for the security of the British interests in that country, and for the happiness of the inhabitants. In addition to what was formerly said respecting the futility of such an

argument, we may observe that the British interests, it has been just now demonstrated, did not require such an interposition; and that, as far as the happiness of the inhabitants was the motive of our interference, that interference should have been *disinterested*. We ought to have gained nothing by it but a simple reimbursement of the few expences to which it exposed us. But the issue of this humane concern to assist the Vizier's subjects, makes it manifest that the Bengal Government liked the *pay* better than the *service*, and the *perquisites* better than either.

It must farther be remarked, that if the right of interference is derived from the necessity to which we had reduced ourselves, by our own act in firmly establishing the Vizier's authority, and thus lifting him above all apprehensions of his subjects; in this case our interference ought to have been doubly disinterested. Strict equity would, perhaps, under such circumstances, enjoin us to rectify the mischiefs which we had occasioned, entirely at our *own* expence; but assuredly, that we should, at least, *not be gainers by our own wrong*, is a principle which would barely satisfy justice, of even the coarsest quality. It follows that every Rupee of the revenue of the ceded lands, exceeding the actual expences which the defence and the

management of the whole country cost us, should on this principle, have been restored to the Vizier.

It is not pretended that, in the preceding observations, the equity of the case before us is fully discussed. Much might be said on the political advantages which the Company are declared to have derived from the territorial cession, and on the abatement which, on that account, ought to have been made, in our demands; much also on other and similar topics; but it is impossible, within any reasonable limits, to particularise every item of injustice in our late negotiation with the Nabob Vizier. When due notice, however, is taken of the circumstance, that the whole of the arrangement of 1801 was avowedly *forced* on that prince, that we literally made our own terms with him, and that therefore this negotiation, of all others, should have been distinguished by peculiar delicacy and moderation on the part of the British Government; enough, unquestionably, has been said to establish the position, that, *whatever rights this Government possessed with respect to Oude, they exercised them in any spirit but that of equity.*

CHAP. V.

Conclusion of the Subject.

THE two principal grounds of defence, taken by the Bengal Government in this question, have now been examined, on the principles both of legal and of equitable justice; and if it has not been proved that, in every view, the conduct of that Government in negotiating the treaty of 1801 with the Nabob Vizier, was utterly indefensible, and that the arguments employed in vindicating it are as feeble, as the rapacity which dictated it was daring, the preceding pages have been strangely faithless to one of the strongest causes that was ever pleaded at the bar of reason and justice.

On a review of this discussion, there is one affecting consideration, which must force itself on every feeling and well-principled mind. It is this; that the arguments which have been so easily refuted in the closet, have proved but too powerful in the field; that though, on paper, they may be blown to pieces by a breath, they have been found strong enough to effect the subjugation of an

entire kingdom, and to reduce a Prince, whose sovereignty was guarranteed to him by the solemn promise of British faith and honour, to the wretched condition of a *crowned slave*.

It is rumoured, that this injured Prince has at length become satisfied with his lot. The wretch who, on the rack, has lost every vestige of the human shape, may live to smile again; but never, in the sacred name of the eternal principles of justice, let this be considered as an apology for the oppressor, or a palliation of the injury.

But it is not in behalf of the Vizier alone that this earnest application is made to the public feeling. The character and reputation of Great Britain have suffered a deep stain in the eyes of a whole continent. With the language of equity, truth, sincerity, and disinterestedness in our mouths, we have deliberately violated a treaty. With the specious profession of consulting the happiness of men, whose interests were not committed to our charge, we have in effect deposed a sovereign who was expressly under our protection. We have committed an act, which must diffuse deep distrust throughout the whole extent of Hindostan, alarm every independent sovereign for his safety, instil into the minds of our allies doubt and jealousy, shake the general authority of treaties, sanction the

impolitic policy of ambitious encroachment, and thus lay a foundation for future struggles and commotions, productive of miseries, infinitely overbalancing any local and contracted advantages which may have furnished the pretext for our conduct.

What can prevent their pestilent effects, or restore our lost credit, but a relinquishment of our unjust gains, and a reparation to the party injured? A decisive adoption of these measures, on so public a theatre as that of Hindostan, would be calculated to produce the most signal impression of British justice and virtue on the minds of the Princes in that quarter of the world, and, by reflecting back to this hemisphere our reputation in the East, would confirm every honourable title by which England claims to be *the Guardian of the liberties of Europe.*

APPENDIX A. *Page 16.*

It was thought not unadvisable to give the reader a sample of this negotiation between the Vizier and the Bengal Government; which will perhaps be done most effectually by submitting to him a letter from the former with the reply by the latter.

The Vizier communicated to Colonel Scott this paper, before its transmission to the Governor General. The Resident having represented to him that it was only a *draft* of a letter, and not written fair, his Excellency struck out with his pencil the usual heading and conclusion, and begged that it might be dispatched in that state, with

a view of giving information to the Bengal Government, respecting the sacrifices which, at their desire, he was disposed to make. The Governor General was highly offended at the form of this paper, and desired that a severe reply might be returned. The Vizier defended himself by stating, that he intended the paper only for his Lordship's "information," meaning, it may be presumed, that it was expressly an *unofficial* address. Whether this were a sufficient apology, especially in Asia which is generally considered as *the region of etiquette*, it is not perhaps easy to determine. It should be observed, however, that no reason can be assigned why his Excellency should intend any wanton affront to the British cabinet, and that Colonel Scott does not appear to have made any objection to the form in which this instrument was ultimately dispatched.

This letter, with so much of the one of Colonel Kirkpatrick's, as relates to it, may afford some idea of the *hauteur* uniformly discovered by one of the parties in this negotiation; and, as this was almost the only instance in which there seems to have been any colourable ground for assuming the language of hauteur, the citation of it cannot be considered as unjust toward the Bengal Government.

“ Translation of a Memorial presented on the 11th January, 1800, to Lieutenant Colonel WILLIAM SCOTT, Resident at Lucknow, by his Excellency the Nawaub Vizier.*

“ The real STATE of the CASE is as follows :

“ For these eighty and odd years these provinces have been under the most perfect and uncontrouled sway of my ancestors ; and from the time of my deceased father, Treaties of Amity have subsisted beteen the Honble. Company and this Government, by which the latter has been much strengthened.

“ During the life time of my late brother affairs between the two States went on as usual ; numerous were the enemies he had to contend with, and frequent were the disturbances and mutinies that took place amongst his soldiery ; nay, they even proceeded to such lengths, that during the late Rohilla war two complete battalions, as your Lordship may have heard, meditated going over to the enemy. Notwithstanding these circumstances it never once entered the imagination of the British Rulers to introduce the innovations, and carry into effect such arrangements as those now suggested by your Lordship.

* O. P. No. 3, p. 87.

“ Through the favour of the Company, and assisted by their power, I ascended my Hereditary Musnud; and it being in all ages and countries the practice of powerful and liberal Sovereigns to spare neither expence nor trouble in assisting those whom they may once have taken under their protection, I, being solely dependent on the Honble. Company, and confidently trusting to their magnanimity and generosity, fully expected that during my Government the affairs of this Country would shine forth with a splendour beyond that of any of my predecessors.

“ The reputation of the Company will last until the day of Judgment.

“ God forbid that during my time any changes or degrading innovations should, without any cause, take place, or that the ancient servants of the family should, for the crimes and misconduct of a few worthless wretches, be deprived of their subsistence, and being turned on the world, disperse my infamy abroad; whilst those who remain in my country, becoming my deadly foes, will disseminate enmity and distrust of me amongst those of my servants who may be retained, who will say among themselves, ‘ These people were dismissed yesterday, to-morrow our turn will come,’ until at

length the whole of my servants will become my inveterate enemies; from which predicament may God defend me.

“What affects me above all things is, that by acting thus, the credit and honour of the Company will suffer, and I myself shall no longer be held in estimation, either abroad, or in my own country. It will then become evident to every person, that the Company, no longer putting confidence in the sincerity of my friendship, deprived me of the direction of my own army, and spread their troops over my dominions.

“Should such an event take place, my authority in these provinces would be annihilated; nor would my orders be attended to on any occasion, whether trifling or of moment; whilst any extraordinary exertions in paying the Subsidy regularly would become labour thrown away.

“Making myself, however, sure that it never can have been your intention, or conformable to your Lordship's wish, to distrust, degrade me, or lessen my authority in these Dominions, I shall, without ceremony, disclose to your Lordship my unfeigned sentiments and wishes. With the advice of, and in concert with the Company, I consider myself fully capable of carrying into effect every necessary

measure of Reform, and, through their kindness, I have neither fears nor apprehensions; reckoning it my indispensable duty, above every consideration, to satisfy and obey them, I shall never swerve a hair's breadth from the Treaty concluded with them on my ascending the Musnud; whilst, from their known good faith and strict adherence to Treaties, I am also certain that no breach of the said Treaty is intended on their part.

“ This premised, I must trouble your Lordship with a few remarks upon the Treaty above alluded to.

“ The second Article of the aforesaid Treaty sets forth, that ‘ By existing Treaties between the States, the Honble. Company are bound to defend the Dominion of the said Nawaub Vizier against all enemies; and, with a view to enable them to fulfil this engagement, the Company have largely increased their Military Establishment by new levied regiments, both of infantry and cavalry; in consideration whereof the aforesaid Nawaub agrees, in addition to the annual Subsidy, being Lucknow S^a Rupees 5677638; to pay the farther sum of 1922362 R^s. making altogether the sum of seventy-six Lacks of Rupees of the present weight and standard.’

“ By a reference to this article it will be evident to your Lordship, that, on my accession to the Musnud, the force designed for the defence of these dominions was increased beyond what it had been on any former period, whilst on my part I agreed to defray the expence of the said augmentation; but in no part of the said article is it written or hinted, that after the lapse of a certain number of years a further permanent augmentation should take place; and to deviate in any degree from the said Treaty appears to me unnecessary.

“ The 7th article of the same Treaty states, that
‘ The Governor General, Sir John Shore, bart.
‘ on the part of the Company agrees, that the
‘ English forces maintained in the country of Oude
‘ for its defence, shall never consist of less than
‘ 10000 men, including Europeans and natives,
‘ cavalry, infantry, and artillery; and if it should
‘ become necessary to augment the troops of the
‘ Company, in Oude, beyond the number of
‘ 13000 men, including European and natives,
‘ cavalry, &c. &c. the Nawaub Vizier above-
‘ mentioned agrees to pay the actual difference,
‘ occasioned by the excess above the number; and
‘ in the same manner if the troops of the Company
‘ in Oude, from any necessity should be less than
‘ 8000 men, including infantry, &c. &c. &c. a
‘ deduction shall be made from the annual stipend

‘ of seventy-six Lacks, equal to the actual difference of men below the specified number.’

“ From an inspection of this article we learn, that after the conclusion of the Treaty in question, no further augmentation is to be made, excepting in cases of necessity; and that the increase is to be proportioned to the emergency, and endure but as long as the necessity exists. An ‘ augmentation of the troops without existing necessity, and making me answerable for the expence attending the increase,’ is inconsistent with treaty, and seems inexpedient.

“ By the same article, the increase of the force when necessity requires; and a corresponding deduction from the stipend, when a reduction of the army takes place, are evident.

“ Towards the latter end of the 17th article it is stipulated, ‘ That all transactions between the two States shall be carried on with the greatest cordiality and harmony; and that the said Nawaub shall possess full authority over his household affairs, hereditary dominions, his troops, and his subjects.’ Should the management of the army be taken from under my direction, I ask where is my authority over my household affairs, hereditary dominions, over my troops and my subjects?

“ From the above considerations, and from the magnanimity of the Sircar of the English Company, I am induced to expect from your Lordship’s kindness, that, putting the fullest trust and confidence on my friendship and attachment on every occasion, you, in conformity to the treaty, leave me in possession of the full authority over my dominions, army, and subjects; and further, I have to request that you would enjoin Lieutenant Colonel Scott to advise and consult with me, when, (with that Gentleman’s assistance) God willing, the necessary military arrangements shall speedily be made, and the whole of my troops become henceforth obedient, submissive, and ready for action; whilst, indebted to your Lordship’s kindness, I myself shall continue obedient to your commands, consulting your pleasure in all things.

“ The fame of the Company will, by these means, be diffused over the face of the earth; and, my reputation increasing, I shall continue to offer up prayers for the prosperity of the Company.

“ Thus, with the freedom of friendship, I have exposed to your Lordship the secrets and wishes of my heart. The delay that has occurred in answering your Letter, was occasioned by my wish to give you in detail the whole of my desires;

your friendship leaves no doubt of your Lordship's compliance with them.

" A true translation,

" Lucknow, " (Signed) *Wm Yule*, Assistant."
 " 12 January, 1800."

" From Colonel Kirkpatrick,
 To Lieutenant Colonel William Scott,
 Resident at Lucknow.*

" Sir,

" Para. 1. Your letter of the 12th instant, with its several inclosures, has been received by the Right honourable the Governor General.

2. " His Lordship not thinking proper to receive, in its present form, the written communication made to you by the Nabob Vizier on the 11th instant, as an answer to his Lordship's letter of the 5th of November last to his Excellency, directs that you lose no time in returning the original of that communication to his Excellency, accompanying the delivery of it with the following observations, in the name of the Governor General.

" 3. The mode adopted in the present instance by his Excellency, of replying to a public letter from the Governor General, attested by his Lordship's

seal and signature, and written on a subject of the most momentary concern to the mutual interests of the Company and of his Excellency, besides indicating a levity totally unsuitable to the occasion, is highly deficient in the respect due from his Excellency to the first British authority in India.

“ 4. His Lordship, therefore, declines making any remarks on the paper which you have transmitted, and desires that the Nabob Vizier may be called on to reply to his Lordship's letter of the 5th of November, in the manner prescribed, no less by reason than by established usage. If, in formally answering his Lordship's letter, his Excellency should think proper to impeach the honour and justice of the British Government, in similar terms to those employed in the paper delivered to you on the 11th instant, the Governor General will then consider how such unfounded calumnies and gross misrepresentations, both of facts and arguments, deserve to be noticed.”

How this letter of Colonel Kirkpatrick's was received by the Vizier, to whom Colonel Scott had express orders to communicate it, and what advantage was taken of the whole incident, the following extracts from a letter of Colonel Scott's* will shew. It is unnecessary to make any comment upon them.

* O. P. No. 3, p. 92.

“ Para. 3. His Excellency discovered considerable agitation in the perusal of the paper, and after thoroughly comprehending its tendency, which he either did not, or affected not to understand, until I had explained to him the allusions and references of several passages; he expressed very poignant regret at having unintentionally, as he affirmed, drawn upon himself such solemn animadversions from your Lordship.

“ 4. It would, his Excellency observed, be the extreme of ingratitude and folly, wantonly to provoke the displeasure of that Power on which alone he relied for the preservation of his honour, and the support of his authority. He attempted to apologize for the paper, by saying, that he meant it merely as a representation of arguments which might be produced, and not as a formal declaration of his own sentiments, and on that account had adopted the mode which your Lordship had viewed in so exceptionable a light.

“ 8. I entertain strong hopes, that the strain of reproof and admonition adopted by your Lordship will make a due impression on his Excellency's mind; and I beg to assure your Lordship, that it shall be my invariable study, by a firm, and even tenacious, but plain, line of conduct, in

all my transactions with his Excellency, to draw the best effects from that impression, and to preserve it unimpaired."

Appendix (B) page 39.

"Treaty between the Nawab Vizier, Saadut Ali Khan Behader, and the Honourable the English East India Company; 21st February 1798.

"WHEREAS various treaties have been concluded at different times between the late Nawaub Sujah ud Dowlah Behader, and the Nawab Asoph ud Dowlah Behader, and the Honourable the English East India Company, to the mutual advantage of their respective dominions: The Nawab Vizier ul Momaluk, Yeemen ud Dowlah, Nazim ul Mulk, Saadat Ali Kahn Behader, Mobariz Jung, and Sir John Shore, Baronet, on the part of the Honourable the East India Company, with the view to perpetuate the amity subsisting between the two states, and the advantages reciprocally resulting from it, now agree to the following articles :

"First.—That the peace, friendship, and union, so long subsisting between the two states, shall be perpetual; the friends and enemies of either shall be friends and enemies of both; and the contracting parties agree, that all the former treaties and

agreements between the two states, now in force, and not contrary to the tenor of this engagement, shall be confirmed by it.

“ Second.—By the existing treaties between the states, the Honourable the East India Company are bound to defend the dominions of his Highness the Nawaub Saadut Ali Kahn against all enemies; and with a view to enable them to fulfil this engagement, and at the same time to provide for the protection of their own dominions, the English Company have largely increased their military establishment by the addition of new-levied regiments, both of infantry and cavalry, the Nawaub Saadut Ali Kahn, in consideration thereof, agrees, in addition to the annual subsidy paid by the late Nawaub Asoph ul Dowlah to the English Company, being Rupees fifty-six Lacs seventy-seven thousand six hundred and thirty-eight; to pay in perpetuity the further sum of Rupees nineteen Lacs, twenty-two thousand three hundred and sixty two, making all together the sum of seventy six Lacs of Rupees. The said Rupees to be Oude Sicca Rupees of the present weight and standard.

“ Third.—The above subsidy of Oude Sicca Rupees seventy-six Lacs, is to commence from the 21st of January one thousand seven hundred and ninety-eight, the date of the accession of the Nabob Saa-

dit Ali Kahn to the Musnud of Oude; and the said Nabob engages that it shall be punctually discharged month by month, as it becomes due in sums of Oude Sicca Rupees, six hundred and thirty-three thousand three hundred and thirty nine, five Anas, four Pice, of the present weight and standard, according to the Kistbundy annexed.

“Fourth.—That the arrears of subsidy due upon former engagements to the twenty-first of January one thousand seven hundred and ninety-eight also, be immediately discharged.

“Fifth.—The Nabob Saadit Ali Khaun agrees that annual allowance of one Lac fifty thousand Oude Sicca Rupees be made to Vizier Ali Khan; and agrees to pay the amount, by monthly Kists or twelve thousand five hundred Rupees, to the English Company, who will pay the same to Vizier Ali Kahn, as long as he shall continue to reside in the dominions of the English Company.

“Sixth.—The stipends to the Begums and Princes at Benares, amounting to Rupees two Lacs four thousand per annum, and the Furruchabad pensions, amounting to Rupees twenty-three thousand six hundred and thirty-eight, are included in the above sum of seventy-six Lacs of Oude Sicca Rupees.

“ Seventh.—The Governor General, Sir John Shore, Baronet, on the part of the East India Company, agrees that the English forces maintained in the country of Oude for its defence, shall never consist of less than ten thousand men, including Europeans and natives, cavalry, infantry and artillery, ; and if at any time it should become necessary to augment the troops of the Company in Oude, beyond the number of thirteen thousand men, including Europeans and natives, infantry, cavalry, and artillery, the Nabob Saadut Ali Khaun agrees to pay the actual difference occasioned by the excess above that number ; and in the same manner if the troops of the Company in Oude, from any necessity, should be less than eight thousand men, including infantry, cavalry, artillery, natives and Europeans, a deduction shall be made from the annual stipend of seventy-five Lacks of Rupees, equal to the actual difference of men below the specified number.

“ Eighth.—As the English Company are not possessed of any fortress in the dominions of Oude, the Nabob Saadit Ali Khaun, having the fullest reliance on the friendship of the English Company, agrees to make over to their exclusive possession the fort of Allahabad, with all its buildings and appurtenances, and the Gauts immediately depen-

dent upon the fort, together with as much land surrounding the fort, as may be necessary for the purpose of an esplanade, the Company agreeing to be answerable to the Nabob for the amount of the revenues collected from the said Gauts; the said Nabob also agrees to advance to the Company such a sum as may be necessary for strengthening and improving the fortifications of this fort, provided that it do not exceed the sum of eight Lacs of Oude Sicca Rupees; and that the said amount or actual amount of the expenditure, not exceeding eight Lacks of Rupees shall be paid to the Company within two years from the date of this treaty, in such proportions as may be required for defraying the expence to which it is applicable; and the said Nabob Saadut Ali Khan, for the same reasons, further agrees to advance the English Company, for the purpose of repairing the fort of Futtighur, within six months from the date of this engagement, a sum not exceeding in the whole three Lacks of Oude Sicca Rupees.

“ Ninth.—If for the better protection and defence of the dominions of the Nabob Saadut Ali Khan, it should be deemed advisable to change the present stations of the troops at Cawnpore and Futtighur, the Nabob Saadut Ali Khan consents thereto, and that the troops shall be stationed in such places as may be judged most adviseable and convenient,

and that he will defray the expence attending their removal, and making cantonments for the troops.

“ Tenth.—As the English Company have incurred a considerable expence by their exertions in establishing the right of the Nabob Saadut Ali Khan, the said Nabob agrees in consideration thereof, to pay the Company the sum of twelve Lacks of Oude Sicca Rupees.

“ Eleventh.—As the payment of the Company's troops in Oude, depends upon the regular discharge of the subsidy stated in the second and third articles of the treaty, the said Nabob engages to exert his utmost endeavours to discharge the stipulated Kists with punctuality; but if contrary to the sincere intentions and exertions of the said Nabob the payment of the Kists should fall into arrears, the said Nawaub Saadut Ali Khan engages and promises that he will then give such security to the Company, for the discharge of the existing arrears and the future regular payment of the Kists, as shall be deemed satisfactory.

“ Twelfth.—Whereas by the engagement now entered into between the Nawaub Vizier and the Company the amount of the subsidy is considerably increased, and many other permanent charges upon

his Excellency are incurred ; on a comparison of his disbursements with the assets of his country, it becomes necessary to make such reductions in the superfluous charges of the public establishments, servants, &c. as may be requisite, and are consistent with his Excellency's dignity and convenience, To that end the said Nabob agrees to consult with the Company's Government, and in concert with them devise the proper objects of such reductions, and the best means of effecting them.

“ Thirteenth.—As the political interests of the Nabob Saadut Ali Khan and the English Company are the same, it is expedient and agreed, that all correspondence between the Nabob Saadut Ali Khan, and any foreign power and state, shall be carried on with the knowledge and concurrence of the Company ; and the Nabob Saadut Ali Khan agrees and promises that no correspondence contrary to the tenor of this article shall be carried on by him.

“ Fourteenth.—As the stipulations in the commercial treaty between the two States have not been enforced with due attention, particularly in the dominions of the Nabob Vizier, the contracting parties agree to exert their utmost endeavours to give force and effect to them.

“ Fifteenth.—The Nabob Saadut Ali Khan engages and promises that he will not entertain any Europeans of any description in his service, nor allow any to settle in his country, without the consent of the Company.

“ Sixteenth.—The Nabob Saadut Ali agrees that a suitable maintainance shall be provided for the reputed children of his brother, the late Nabob Asoph ul Dowlah; and willingly promises, to take them under his protection.

“ Seventeenth.—The Nabob Vizier ul Momalik Saadut Ali Khan Behauder, for himself and his heirs, and the Governor General Sir John Shore, Baronet, on the part of the East India Company, respectively promise to observe, sincerely and strictly, all the articles contained and settled in the present Treaty, and they both agree, that they will give the greatest attention to maintain, between themselves, their dominions and their subjects, this present Treaty, and all the articles settled by it; that all transactions between the two States shall be carried on with the greatest cordiality and harmony on both sides; and that the said Nabob shall possess full authority over his household affairs, hereditary dominions, his troops, and his subjects.

Kistbundy (or Instalment) for the Payment of the Annual Subsidy..

1st Kist for the month of January, payable on the 1st Feb.	633,333 5 4
2d ditto for February - ditto the 1st March -	633,333 5 4
3d ditto for March - ditto the 1st April -	633,333 5 4
4th ditto for April - ditto the 1st May -	633,333 5 4
5th ditto for May - ditto the 1st June -	633,333 5 4
6th ditto for June - ditto the 1st July -	633,333 5 4
7th ditto for July - ditto the 1st August -	633,333 5 4
8th ditto for August - ditto the 1st September -	634,333 5 4
9th ditto for September - ditto the 1st October -	633,333 5 4
10th ditto for October - ditto the 1st November -	633,333 5 4
11th ditto for November - ditto the 1st December -	633,333 5 4
12th ditto for December - ditto the 1st January -	633,333 5 4

Total S.R. 76,00,000

Signed and Sealed by Sir John Shore, on the part of the Company, and the Seal of Nawab Saadut Ali Khan, affixed to the Persian Copy.

A true Copy

21st February 1798.

(Signed)

G. H. Barlow
Secretary to Govt.

Treaty between the Honourable the East-India Company and his Excellency the Nawaub Vizier, Ool Mumaulick Yemeen oo Dowlah, Nazim ool Moolk Saadut Alli Khan Bahauder Mobaurez Jung, for ceding to the Company, in perpetual Sovereignty, certain portions of his Excellency's territorial possessions, in commutation of the subsidy now payable to the Company by the Vizier:

WHEREAS by the treaty now subsisting between his Excellency the Vizier and the Honourable the East-India Company, the Company have engaged to defend his Excellency's dominions against all enemies; and, to enable them to fulfil that en-

gement his Excellency is bound by the aforesaid treaty to pay to the Company, in perpetuity, the annual subsidy of seventy-six Lacks of Lucknow Sicca Rupees; and is further bound by the said treaty to defray the expence of any augmentation of Force, which, in addition to the number of troops stipulated in the treaty, shall be judged necessary to enable the Company to fulfil their engagements of defending his Excellency's dominions against all enemies: And whereas it is advisable that the funds for defraying these charges be established on a footing which shall admit of no fluctuation of either increase, or decrease, and which shall afford satisfaction and security to the Company, in regard to the regular payment in perpetuity of all such charges; the following treaty, consisting of ten articles, is concluded on the one part by the Honourable Henry Wellesley and Lieutenant-Colonel William Scott, on behalf and in the name of his Excellency the most noble the Marquis Wellesley, K. P. Governor-General for all affairs, civil and military, of the British nation in India, by virtue of full power vested in them for this purpose by the said Governor-General, and on the other part by his Excellency the Nawaub Vizier, Ool Mumaulick Yemeen oo Dowlah, Na-

zim ool Moolk Saadut Alli Khan Bahauder Mobaurez Jung, in behalf of himself and his heirs and successors, for ceding to the Honourable the English East-India Company, in perpetual sovereignty, certain portions of his Excellency's territorial possessions, in commutation of the former and augmented subsidy, and of all other sums of money now chargeable to his Excellency on account of the Company's defensive engagement with his Excellency.

Article First.—His Excellency the Nawaub Vizier hereby cedes to the Honourable the East-India Company, in perpetual sovereignty, the under-mentioned portions of his territorial possessions, amounting in the gross revenue to one Crore and thirty-five Lacks of Rupees, including expences of collections, in commutation of the subsidy of the expences attendant on the additional troops, and of the Benares and Furruckabad pensions.

Statement of the Jumma:

Chucklah Corah, Kurnah, and Chucklan						
Etawah	-	-	-	55,48,577	11	9
Rehr and others	-	-	-	5,33,370	—	6
Furruckabad and others	-	-	-	4,50,001	—	—
Khairhaghu and others	-	-	-	2,10,001	—	—
Azimghur and others—						
Azimghur, Mownaut,	}	-	-	7,95,624	7	6
Bunjun						
Goruckpore and others, and Butwul—						
Goruckpore, &c.	5,09,853	8	—	5,49,854	8	—
Butwul	40,001	—	—			
Soubah of Allahabad and others	-	-	-	9,34,963	1	3
Chuckla, Bareilly, Asophabad, & Kilpoory	-	-	-	43,13,457	11	3
Nawaub Gunje, Rehly and others	-	-	-	1,19,242	12	0
Mohaul and others, with the exception of						
the Talook of Arwul	-	-	-	1,68,378	4	—
TOTAL Jumma Lucknow S ^a R ^s				1,35,23,474	8	3

The above-mentioned Mohauls being ceded to the Honourable Company, as held by the Aumils in the year 1208 Fusli, no claims are to be hereafter made on account of villages or lands which in former years may have been added to or separated from the said Mohauls.

Article Second.—The subsidy, which by the second article of the treaty of 1798, his Excellency engaged to pay to the Company (now that territory is assigned in lieu thereof and of the expences of

the additional troops) is to cease for ever; and his Excellency is released from the obligation of defraying the expences of any additional troops which at any time may be required for the protection of Oude and its dependencies, whether of the countries ceded to the Company, or the territories which shall remain in the possession of his Excellency the Vizier.

Article Third.—The Honourable the East-India Company hereby engage to defend the territories which will remain to his Excellency the Vizier against all foreign and domestic enemies; provided always, that it be in the power of the Company's Government to station the British troops in such parts of his Excellency's dominions as shall appear to the said Government most expedient; and provided further, that his Excellency, retaining in his pay four battalions of infantry, one battalion of Nejebs and Mewalties,* two thousand horsemen, and to the number of 300 Goolandauz, shall dismiss the remainder of his troops, excepting such numbers of armed Peons as shall be deemed necessary for the purpose of the collections, and a few horsemen and Nejebs to attend the persons of the Aumils.

Article Fourth.—A detachment of the British troops, with a proportion of artillery, shall at all times be attached to his Excellency's person.

Article Fifth.—That the true intent and meaning of the first, second, third, and fourth articles of the treaty may be clearly understood, it is hereby declared, that the territorial cessions being in lieu of the subsidy, and of all expences on account of the Company's defensive engagements with his Excellency, no demand whatever shall be made upon the territory of his Excellency on account of expences which the Honourable Company may incur by assembling forces to repel the attack or menaced attack of a foreign enemy, on account of the detachment attached to his Excellency's person, on account of troops which may occasionally be furnished for suppressing rebellions or disorders in his Excellency's territories, on account of failure in the resources of the ceded districts, arising from unfavourable seasons, the calamities of war, or any other cause whatsoever.

Article Sixth.—The territories ceded to the Honourable Company by the first article of this treaty shall be subject to the exclusive management and controul of the said Company and their officers; and the honourable the East-India Company hereby guarantee to his Excellency the Vizier

and to his heirs and successors, the possession of the territories which will remain to his Excellency after the territorial cession, together with the exercise of his and their authority within the said dominions. His Excellency engages that he will establish in his reserved dominions such a system of administration (to be carried into effect by his own officers) as shall be conducive to the prosperity of his subjects, and be calculated to secure the lives and property of the inhabitants; and his Excellency will always advise with, and act in conformity to the counsel of the officers of the said Honourable Company.

Article Seventh.—The districts ceded by the first article of this treaty shall be delivered over to the Company's officers, from the commencement of the Fusli year 1209, corresponding with the 22d September, A. D. 1801, and his Excellency will continue to pay the subsidy and expence of the additional troops from his treasury, in the same manner as hitherto observed, until the Company's officers shall have obtained complete possession from his Excellency's officers of the countries so ceded. The Company will not claim any payment of subsidy from his Excellency's treasury after their officers shall have obtained possession of the said districts from the officers of his Excellency.

“ Article Eighth.—The Contracting Parties, with a view of establishing such a commercial intercourse between their respective dominions as shall be mutually beneficial to the subjects of both States, hereby agree to frame a separate Commercial treaty. In the mean time it is agreed that the navigation of the Ganges, and of all other rivers where they may form the mutual boundary of the two States, shall be free and uninterrupted, that is to say, that no boats passing up and down the Ganges, or other rivers, where they form the mutual boundaries of both States, shall be stopped or molested for duties; nor shall any duties be exacted from boats which put to in the possessions of either of the Contracting Parties without intention of landing their goods. It shall, however, be in the power of both Governments to levy such duties as they may think proper on goods imported into or exported from their respective dominions, not exceeding the present usage. It is further stipulated, that no exemption from duties on articles purchased in his Excellency's reserved dominions, for the consumption of the troops stationed within the Ceded Territories, shall be claimed after they shall have been delivered over to the Company's Officers.

Article Ninth.—All the Articles of former Treaties, for establishing and cementing the union and friendship subsisting between the two States, are to continue in full force; and all the Articles of the

Treaty concluded by the late Governor General Sir John Shore, on the part of the Honourable the East India Company and his Excellency the Vizier in the year 1798, not annulled by this Treaty, are to remain in force and continue binding upon both contracting parties.

Article Tenth.—This Treaty, consisting of ten articles, having been settled and concluded in the city of Lucknow on the tenth of November, in the year of our Lord 1801, corresponding with the second of the month of Rejeb of the year 1216 Hegira, the Honourable Henry Wellesley and Lieutenant Colonel William Scott have delivered to the said Vizier one copy of the same in English and Persian, sealed and signed by them, and his Excellency the Vizier has delivered to the Honourable Henry Wellsley and Lieutenant Colonel William Scott, another copy also in English and Persian, bearing his seal and signature, and the Honourable Henry Wellesley and Lieutenant Colonel Scott engage to procure and deliver to his Excellency the Vizier, within the space of thirty days, a copy of the same under the seal and signature of his Excellency the Most noble the Governor General, when the copy under their seal and signature shall be returned.



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